

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC**

In the Matter of:

Request for Review and Waiver)	
of the Decision of the)	
Universal Service Administrator by)	
)	
Edgewood Independent School District)	CC Docket No: 02-6
BEN Number: 141553)	
)	
Schools and Libraries Universal Service)	SLD File No. 414366
Support Mechanism)	
)	
Wireline Competition Bureau)	

REQUEST FOR REVIEW AND WAIVER

INTRODUCTION

Section 54.719(c) of the Commission's rules provides that any person aggrieved by an action taken by a division of the Universal Service Administrative Company may seek review from the Commission.¹ Edgewood Independent School District (EISD) hereby appeals the current action taken by USAC in the above-captioned case. Alternatively, EISD requests a waiver of 47 C.F.R. § 54.511(a), the procurement rule that first went into effect in December 2003, when the facts that gave rise to this matter occurred.

BACKGROUND

In 2006, KPMG audited FRN 1138768, an EISD funding request from the 2004 Funding Year. During the audit, EISD provided the auditors with numerous documents, including a copy of the Request for Proposal (RFP) related specifically to this FRN. In its findings, which were based on evaluation criteria set forth in the RFP and apparently

¹ 47 C.F.R. § 54.719(c).

nothing more, KPMG found that EISD did not use price as the primary factor when reviewing the proposals it had received in response to its RFP.

On September 20, 2007, USAC's Schools and Libraries Division (SLD) issued a Commitment Adjustment Letter (COMAD) to EISD in which it adopted KPMG's finding.² The SLD decided "that the price of the eligible products and services was not the primary factor in the vendor selection process." For that reason, the SLD concluded that it had disbursed \$2,333,332.43 in error and demanded repayment from the school district.

FRN 1138768 is an Internal Connections FRN to design, implement and maintain an information system infrastructure for EISD. The facts that led to the filing of this FRN are as follows.

On December 12, 2003, after long and careful preparation, EISD released a complex, 68-page Request for Proposals (RFP).³ The RFP covered a wide variety of internal connections at over 20 sites. It sought proposals from highly qualified vendors, preferably with strong E-rate Program experience, who could provide all of the goods and services necessary to upgrade the school district's entire information systems infrastructure. To further complicate this already challenging project, most of the work detailed in the RFP would have to be completed during evening hours in order to accommodate daytime instruction.

Because of the extremely high stakes involved in this solicitation (including the E-rate support upon which the entire project hinged), factors such as reliability, experience and on-time performance had to be considered of the essence. In short, the school district knew that the winning vendor had to have a track record it could trust. Consequently and consistent with these very real-world concerns, EISD established the following three evaluation factors and weighted them accordingly:

² A copy of the COMAD letter is attached as Exhibit A.

³ A copy of the RFP is attached as Exhibit B.

Technical Integrated Solutions Proposed	40%
References and Qualified Past Performance	35%
Price	25%

By taking price into account in this manner, the school district guaranteed that its evaluation matrix would line up squarely with the Commission’s longstanding and well-publicized rule set forth in the *Tennessee Order*.⁴ That rule required school districts to incorporate price considerations into their purchasing decisions, i.e., to take them into account. With respect to the application of that rule, however, EISD was about to run into a stroke of very bad luck.

On December 8, 2003, only four days before the school district’s RFP hit the street and still unbeknownst to the school district staff who were responsible for it, the rules of the game were about to change dramatically. On that day, the Commission issued its *Ysleta Order*, ruling that school districts would have to start making price the “primary” factor in their E-rate-related purchasing decisions, rather than just taking price into account.

Unaware of the potential impact of the *Ysleta Order* on its RFP process, the school district forged ahead. To the best of its knowledge and belief, its bid evaluation process was still in full compliance with program rules. Effective outreach efforts by state leaders, SLD staff, lawyers and other experts to educate schools and libraries about the full meaning and consequences of the complicated *Ysleta Order* would be many weeks, if not, as a practical matter, months away.

On January 24, 2004, after carefully reviewing all of the proposals it had received, EISD awarded the contract to Avnet (now Calence, LLC), the vendor with the lowest price,

⁴ See Request for Review by the Department of Education of the State of Tennessee of the Decision of the Universal Service Administrator, Request for Review by Integrated Systems and Internet Solutions, Inc., of the Decision of the Universal Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, Order, 14 FCC Rcd 13734 (1999) (Tennessee Order).

fully qualified proposal.⁵ That Avnet's proposal was not the lowest priced one overall is not disputed. It was, however, the lowest priced proposal EISD received from an experienced vendor with the track record and qualifications necessary to get the job done on time and on budget, according to exact specifications and, last but by no means least, in full compliance with the E-rate programs many complicated rules and regulations. A lower price from a vendor that might be tempted to make up lost profit on this very difficult job by cutting corners, using less skilled employees or ignoring one or more E-rate requirements would not, the school district knew, ever be its least expensive solution.

DISCUSSION

The narrow issue upon which EISD's approximately \$2.3 million in E-rate funding appears to hang is which rule should apply to its bid evaluation process, the *Tennessee Order*, which required school districts to take price into account, or the *Ysleta Order*, which instructed applicants to make price their primary consideration. If the *Tennessee Order* applies, there is no question that the school district's bid evaluation process passes E-rate muster, as it awarded 25% to price. If the *Ysleta Order* applies, as the SLD suggests it does, the outcome is not as certain, since the bid evaluation process awarded 25% to price. For the reasons set forth below, EISD contends that, because of the unusual circumstances present here, the *Tennessee Order* should apply. If the *Ysleta Order* applies, however, EISD maintains that it should still be entitled to funding because its RFP process substantially complied with that rule.

The *Tennessee Order* Applies to EISD's Procurement

EISD contends that the *Tennessee Order* should apply because that rule was in effect during the time (late November to early December 2003) that the school district was preparing and about to release its RFP for a new information systems infrastructure. To conclude otherwise would effectively penalize EISD, along with its entire student body, for nothing more than extremely unlucky timing and not, significantly, for any wrongdoing, purposeful or otherwise, on the part of dedicated, hard-working staff.

⁵ See EISD Board Meeting Agenda and Minutes from January 24, 2004. Attached as Exhibit C.

For years up until December 8, 2003, the only guidance released by the Commission regarding price and how to use price in determining cost effectiveness was the *Tennessee Order*. As the Commission summarized this year in the *Long Beach Order*,

Prior to Funding Year 2004, the Commission released only one order addressing an appeal of the requirement that price be a primary factor in selecting the winning bid. Specifically, in the *Tennessee Order*, released in 1999, the Commission determined that a competitive bidding process complies with program rules if price is taken into account during bid selection and the contract is awarded to the most cost-effective bidder.⁶ The Commission further concluded that other factors, such as prior experience, personnel qualifications, and management capability, also may form a reasonable basis on which to evaluate whether an offering is cost-effective.⁷

Four years later, after the conclusion of the Funding Year 2003 competitive bidding process, the Commission released the *Ysleta Order* in which it revised the policies established in the *Tennessee Order*.⁸ In the *Ysleta Order*, the Commission concluded that price must be the primary factor in selecting a winning bid.⁹ This policy differs from the direction given in the *Tennessee Order* in that schools are now required to have a separate “cost category” when evaluating bids and that category must be given more weight than any other category.¹⁰

In *Long Beach*, the Commission agreed with the school district that the SLD had incorrectly applied the *Ysleta Order* to its procurement process, because the timing of the

⁶ See Request for Review by the Department of Education of the State of Tennessee of the Decision of the Universal Service Administrator, Request for Review by Integrated Systems and Internet Solutions, Inc., of the Decision of the Universal Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, Order, 14 FCC Rcd 13734, 13737-39, paras. 7-9 (1999) (*Tennessee Order*). The Commission, however, used two different phrases to discuss how price should be taken into account; it said price should be “a primary factor,” but in discussing prior precedent, the order also said price should be “the primary factor.” Id. at 13739-40, paras. 10-11. See also Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (*Universal Service Order*) (subsequent history omitted) (stating that price should be the primary factor in selecting a bid, but applicants are given maximum flexibility to take service quality into account and may choose the offering that meets their needs most effectively and efficiently).

⁷ Id. at 13739-40, para. 10; see also 47 C.F.R. §§ 54.504(b)(2)(vii), 54.511(a).

⁸ See Request for Review by Ysleta Independent School District of the Decision of the Universal Service Administrator, CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26406, 26429, para. 50 (2003) (*Ysleta Order*).

⁹ Id. This rule was originally codified in 2003. See Schools and Libraries Universal Support Mechanism, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202 (2004) (codifying 47 C.F.R. § 54.511(a)); see also School and Libraries Universal Support Mechanism, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)).

¹⁰ See *Ysleta Order*, 18 FCC Rcd at 26429, para. 50.

procurement was such that the *Tennessee Order* still applied. The same reasoning should apply here. Granted, the facts are not entirely the same, but the only real difference is that, here, the *Ysleta* case arrived *during* the procurement process, as opposed to shortly afterwards. We submit that this distinction should not be enough to make a difference, especially where millions of dollars of desperately needed E-rate support hangs in the balance and the SLD found no other reason to deny us funding.

EISD's Procurement Complied with the *Tennessee Order*

Under the *Tennessee Order*, so long as an applicant considered price a factor in the evaluation of bids, the applicant could take other factors into account in choosing the most cost effective bid. As the school district's evaluation matrix assigned 25% to price, there is no question that price was an important factor in its decision to select Avnet. As EISD explained to KPMG auditors, the school district considered other factors besides price because it felt that in order to choose the most cost effective bid, it needed to evaluate the expertise and past performance of potential bidders.¹¹ The infrastructure project was complex and demanding, and EISD wanted to make sure to choose the most reliable and dependable vendor for the project.

EISD's Procurement Substantially Complied with the *Ysleta Order*

If the Commission concludes that EISD should be held to the bid evaluation criteria established in the *Ysleta Order*, the school district maintains, contrary to the SLD, that it should still be entitled to funding. In *Broadway*, the Commission explained the basic difference between the *Tennessee* and *Ysleta Orders* this way: "This [the *Ysleta*] policy differs from the direction given in the *Tennessee Order* in that schools are now required to have a separate 'cost category' when evaluating bids and that category must be given more weight than any other category."¹² Prior to *Ysleta*, applicants did not need to include a separate category for price in its evaluation matrix. This of course made it far more difficult for SLD reviewers and other outsiders to determine whether and to what extent the applicant had actually taken price into account.

¹¹ See EISD's letter to the KPMG auditors dated October 23, 2006 and attached as Exhibit D.

¹² See *Ysleta Order*, 18 FCC Rcd at 26429, para. 50.

Here, the school district, not only created a separate category for price, but more important, it assigned significant weight to it. Evidently, the school district intended to do everything it reasonably could to procure the most cost effective infrastructure solution possible. In addition to price, however, project complexity, timing, and E-rate compliance were other considerations that the school district had to factor into its decision. Ultimately, therefore, as discussed in more detail above, EISD opted to choose the lowest price vendor that it concluded also possessed the qualifications and experience necessary to get this difficult job done properly and on-time, without running afoul of any E-rate regulations. In these circumstances, we contend, EISD substantially complied with the *Ysleta Order* -- if not the letter of it, certainly its spirit.

Waiver Request

The FCC may waive any provision of its rules on its own motion and for good cause shown.¹³ A rule may be waived where the particular facts make strict compliance inconsistent with the public interest.¹⁴ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.¹⁵ In sum, waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule.¹⁶

In the current case, the Commission released the *Ysleta Order* on December 8, 2003. EISD released their information infrastructure RFP, with the evaluation criteria that was in compliance with the *Tennessee Order* on December 12, 2003. As EISD drafted and prepared its RFP, it did so under the rules and guidance reasonably available to EISD at the time. EISD did not intend any waste, fraud, or abuse on the program. The District has worked with the chosen service provider to design, implement and install the

¹³ 47 C.F.R. § 1.3.

¹⁴ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (*Northeast Cellular*).

¹⁵ *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1969), *affirmed by WAIT Radio v. FCC*, 459 F.2d 1203 (D.C. Cir. 1972).

¹⁶ *Northeast Cellular*, 897 F.2d at 1166.

information infrastructure as planned. To now require EISD to return over \$2.3 million dollars will create an incredible hardship on the district. Instead it would better serve the public and the stated goals of the program to reverse the SLD and remand this case back with orders to end the COMAD proceeding.

SUMMARY

EISD respectfully requests that the Commission determine that the District chose the most cost effective bid, or in the alternative, that the District should not be held to the bid evaluation standards under *Ysleta* and that the District met the evaluation standards that they could reasonably be held to that soon after the Commission had released the *Ysleta Order*. EISD would ask the Commission to remand the COMAD back to the SLD with order to stop the COMAD proceedings.

Sincerely Submitted,

A handwritten signature in cursive script, appearing to read "Richard M. Bocanegra".

Richard Bocanegra
Superintendent of Education
Edgewood Independent School District
5358 West Commerce Street
San Antonio, TX 78237

Exhibit A

**Schools & Libraries Division****Notification of Commitment Adjustment Letter****Funding Year 2004: 7/01/2004 - 6/30/2005**

September 20, 2007

J. J. McQuade
EDGEWOOD INDEP SCHOOL DISTRICT
5358 W COMMERCE ST
SAN ANTONIO, TX 78237 1354

Re: Form 471 Application Number: 414366
Funding Year: 2004
Applicant's Form Identifier: E7-471-01
Billed Entity Number: 141553
FCC Registration Number: 0006918940
SPIN Name: Calence, LLC
Service Provider Contact Person: Cathi Whelan

Our routine review of Schools and Libraries Program funding commitments has revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the adjustments to your funding commitment required by program rules, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the program rule violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of the Demand Payment Letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." Please see the "Informational Notice to All Universal Service Fund Contributors, Beneficiaries, and Service Providers" at <http://www.universalservice.org/fund-administration/tools/latest-news.aspx#083104> for more information regarding the consequences of not paying the debt in a timely manner.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Numbers you are appealing. Your letter of appeal must include the Billed Entity Name, the Form 471 Application Number, Billed Entity Number, and FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter specific and brief, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.

4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal electronically, please send your appeal to appeals@sl.universalservice.org using your organization's e-mail. If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Dept. 125 - Correspondence Unit, 100 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Appeals Area of the SLD section of the USAC web site or by contacting the Client Service Bureau at 1-888-203-8100. We strongly recommend that you use the electronic appeals options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC web site, or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. Immediately preceding the Report, you will find a guide that defines each line of the Report.

The SLD is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on these Funding Request Numbers, a separate letter will be sent to the service provider detailing the necessary service provider action.

Please note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Please note the Funding Commitment Adjustment Explanation in the attached Report. It explains why the funding commitment is being reduced. Please ensure that any invoices that you or your service provider submit to USAC are consistent with program rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Division
Universal Services Administrative Company

cc: Cathi Whelan
Calence, LLC

A GUIDE TO THE FUNDING COMMITMENT ADJUSTMENT REPORT

A report for each E-rate funding request from your application for which a commitment adjustment is required is attached to this letter. We are providing the following definitions for the items in that report.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each individual request in your Form 471 once an application has been processed. This number is used to report to applicants and service providers the status of individual discount funding requests submitted on a Form 471.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the applicant and the service provider. This will be present only if a contract number was provided on your Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a. This number will only be present for "site specific" FRNs.

ORIGINAL FUNDING COMMITMENT: This represents the original amount of funding that SLD had reserved to reimburse you for the approved discounts for this service for this funding year.

COMMITMENT ADJUSTMENT AMOUNT: This represents the amount of funding that SLD has rescinded because of program rule violations.

ADJUSTED FUNDING COMMITMENT: This represents the adjusted total amount of funding that SLD has reserved to reimburse for the approved discounts for this service for this funding year. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.

FUNDS DISBURSED TO DATE: This represents the total funds that have been paid to the identified service provider for this FRN as of the date of this letter.

FUNDS TO BE RECOVERED FROM APPLICANT: This represents the amount of improperly disbursed funds to date as a result of rule violation(s) for which the applicant has been determined to be responsible. These improperly disbursed funds will have to be recovered from the applicant.

FUNDING COMMITMENT ADJUSTMENT EXPLANATION: This entry provides an explanation of the reason the adjustment was made.

**Funding Commitment Adjustment Report for
Form 471 Application Number: 414366**

Funding Request Number:	1138768
Services Ordered:	INTERNAL CONNECTIONS
SPIN:	143030052
Service Provider Name:	Calence, LLC
Contract Number:	0133-04
Billing Account Number:	
Site Identifier:	141553
Original Funding Commitment:	\$2,429,846.84
Commitment Adjustment Amount:	\$2,429,846.84
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date:	\$2,333,332.43
Funds to be Recovered from Applicant:	\$2,333,332.43
Funding Commitment Adjustment Explanation:	

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. During the course of an audit it was determined that the price of eligible products and services was not the primary factor in the vendor selection process. The audit also discovered that the applicant failed to maintain complete copies of its proposal evaluation forms for the funding year. The available documentation indicated that price was not be the primary factor in making the selection. Documentation supplied to the auditor indicated that price was 25% of the decision, that "technical integrated solution proposed" was 40% and that "references and qualified past performances" was to be weighted 35%. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any disbursed funds.

**PLEASE SEND A COPY OF THIS PAGE WITH YOUR
CHECK TO ENSURE TIMELY PROCESSING**

Exhibit B

SOLICITATION, OFFER, AND AWARD

1. CONTRACT #	2. SOLICITATION NO. E-Rate 7 INTERNAL CONNECTIONS RFP # 04-010	3. TYPE OF SOLICITATION Sealed Bid (IFB) X Negotiated (RFP)	4. DATE ISSUED: 12/12/04	5. REQ. #
ISSUED BY: EDGEWOOD I. S. D.		7. ADDRESS SOLICITATION RESPONSE TO: DEPARTMENT OF PURCHASING EDGEWOOD INDEPENDENT SCHOOL DISTRICT 5358 W. COMMERCE STREET SAN ANTONIO, TEXAS 78237		

NOTE: In Invitations For Bid, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

8. Sealed offers in original and one copy for furnishing the supplies and/or services in the bid form will be received at the place specified in Item 7 until 9:00 A.M. local time, January 13, 2004.

CAUTION: All offers are subject to all terms contained in this solicitation.

9. For information call: a. Name: Rose Mary Moreno, CPPB b. Telephone (No collect calls): (210) 444-4589
e-mail: rmoreno@eisd.net

OFFER (Must be fully completed by offeror)

10. In compliance with the above, the offeror agrees, if this offer is accepted within 90 calendar days from date of receipt of offers specified above, to furnish any or all items upon which prices are offered and accepted at the price set opposite each item, delivered at the designated point(s) specified in the solicitation.

11. DISCOUNT FOR PROMPT PAYMENT: Net 30 days unless a discount is offered.

_____ % _____ Days

ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of AMENDMENTS to the SOLICITATION and related documents numbered and dated

AMENDMENT NO. DATE

AMENDMENT NO. DATE

13. Name and Address of Offeror

Company Name: _____

Address: _____

City & State: _____ Zip _____

Telephone No: _____

Fax No: _____

14. Name and Title of Person Authorized to Sign Offer:

Print Name: _____

Title: _____

Signature: _____

Date signed: _____

ACCEPTANCE (To be completed by the District)

15. ACCEPTED AS TO ITEMS NUMBERED:

16. AMOUNT:

17. ACCOUNTING AND APPROPRIATION:

18. PAYMENT WILL BE MADE BY ACCOUNTS PAYABLE:

Submit invoices in three (3) copies.

5358 W. COMMERCE STREET
San Antonio, TX 78237

19. For the Edgewood I.S.D.:

J.J. McQuade
Purchasing Agent

20. Signature of Purchasing Agent:

21. Date:

IMPORTANT: Award will be made on this form or by other authorized official written notice.

SECTION A

Proposal Form

THIS SOLICITATION IS A REQUEST FOR PROPOSALS SOLICITING COMPETITIVE SEALED PROPOSALS. ANY REFERENCE TO BID OR BIDDER IN THE SOLICITATION WILL BE INTERPRETED AS MEANING OFFER OR OFFERER.

The District has previously qualified for 90% e-rate reimbursement.

The Edgewood Independent School District is soliciting Competitive Sealed Proposals for a standardized manageable information systems infrastructure, to be implemented throughout the District. The District is interested in receiving proposals from established vendors actively engaged in the trade of providing and maintaining voice and data communications systems. To ensure vendor responsibility, the District will enter into negotiations only with Texas Building and Procurement Commission (TBPC) certified Information System Vendors (CISV) and have an active Service Provider Identification Number (SPIN).

The District's intent is to enter into negotiations with all vendors whose submitted offers are reasonably qualified for receipt of an award. However, the District also reserves the right, if a proposal so completely meets the award from the initial offer. Vendors are therefore encouraged to submit their initial proposal as if they were submitting their best and final offer.

THE DISTRICT WILL CONDUCT A MANDATORY PRE-PROPOSAL CONFERENCE, BEGINNING AT 9:00 A.M. December 18, 2003 and/or 9:00 A.M. January 6, 2004, AT THE TECHNOLOGY DEPARTMENT, 4127 ELDRIDGE STREET, SAN ANTONIO, TEXAS 78237.

SUBMIT YOUR PROPOSAL IN ORIGINAL PAPER FORMAT AND PDF/WORD ELECTRONIC FORMAT (3.5" DISK OR CD ROM). THE ORIGINAL SIGNED COPY OF THE RFP WILL SERVE AS THE OFFICIAL SUBMITTAL.

Define electrical requirements of the system in each facility.

Provide pricing options for a straight purchase, municipal lease, and straight lease with fair market value buyout at the end of a 60-month term. Provide an estimate of the buyout at the end of the lease. Best and final offers will need to include an amortization schedule.

SUBMIT A MINIMUM OF THREE (3) REFERENCES (PREFERABLY TEXAS INDEPENDENT SCHOOL DISTRICTS)

FOR WHOM YOU HAVE PERFORMED SIMILAR SERVICES WITHIN THE PREVIOUS 36 MONTHS. INCLUDE ORGANIZATION, A CURRENT POINT OF CONTACT WITH ADDRESS AND PHONE NUMBER, NATURE OF WORK, DATES OF WORK, AMOUNT OF CONTRACT.

NOTE: THE ENTIRE SOLICITATION DOCUMENT WILL CONSTITUTE THE CONTRACT WHEN AWARDED. BIDDERS ARE STRONGLY ENCOURAGED TO FULLY FAMILIARIZE THEMSELVES WITH THE DOCUMENT BEFORE BIDS ARE SUBMITTED.

THE DISTRICT WILL AWARD A SINGLE CONTRACT FOR THESE SERVICES, ALL OR NONE, FOR A TURN-KEY OPERATION.

PERFORMANCE OF THIS CONTRACT MAY BE CONTINGENT ON THE AWARD OF THE E-RATE FUNDING. CONSEQUENTLY, PERFORMANCE MUST BE BEGUN AND COMPLETED DURING THE TIME PERIOD ESTABLISHED BY THE SCHOOL AND LIBRARIES CORPORATION OF SUCH ORGANIZATIONS WHICH MAY GOVERN THE USE OF THESE FUNDS.

DELIVERY: F.O.B. DESTINATION, FREIGHT PREPAID, SAN ANTONIO, TEXAS

BIDDER'S (COMPANY) NAME _____

Edgewood I.S.D. Internal Connections Statement of Work For ERATE-
2003

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 - 3.5. STATION CABLE
 - 3.6. FIBER OPTIC CABLING
 - 3.7. FIBER SPLICING AND CLOSURES
 - 3.8. COPPER CABLING
 - 3.9. EQUIPMENT RACKS
 - 3.10. VOICE TERMINATIONS IN THE ER (MDF) / TC (IDF).
 - 3.11. FIBER DISTRIBUTION CENTER (FDC)
 - 3.12. FIBER OPTIC CONNECTORS
 - 3.13. UNSPECIFIED EQUIPMENT AND MATERIAL
 - 3.14. GROUNDING SYSTEM AND CONDUCTORS
4. EXECUTION
 - 4.1. WORKMANSHIP
 - 4.2. GENERAL DESCRIPTION
 - 4.3. SUBSYSTEMS
 - 4.4. SUPPORTED SYSTEMS
 - 4.5. WORK AREA SUBSYSTEM
 - 4.6. HORIZONTAL SUBSYSTEM
 - 4.7. ADMINISTRATION SUBSYSTEM

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- 4.8. BACKBONE SUBSYSTEM
- 4.9. EQUIPMENT ROOM SUBSYSTEM
- 4.10. INSTALLATION
- 4.11. ENGINEERING
- 4.12. DAMAGES
- 4.13. PENETRATIONS OF WALLS FLOORS AND CEILINGS
- 4.14. PROJECT DIRECTION
- 4.15. TESTING/WARRANTY
- 4.16. COMPLETION OF WORK
- 5. EISD SPECIFIED PROGRAM MANAGEMENT REQUIREMENTS

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1. OVERVIEW / INTENT

The purpose of this project is to provide via the E-RATE Program a higher performing, independent, manageable information systems infrastructure for the Edgewood Independent School District in San Antonio, Texas. This infrastructure will empower teachers and students with information and methods for higher learning. Today's advanced software applications require exponential bandwidth increases and more intelligent network devices with faster processors. Security, video teleconferencing, network mobility, IP telephony, content delivery, and distance learning applications place demands on today's network infrastructure never before imagined. Improved technical & artistic skills and advanced understanding of modern information systems will enable disenfranchised students to better compete for employment opportunities and academic scholarships.

Specific goals of the project are listed as follows:

Internal Infrastructure

Design, implement and maintain a comprehensive enterprise architecture made for twenty-seven campuses which, when implemented, provides:

- Enterprise standardized video delivery architecture using Cisco IPTV product set.

- Enterprise standardized IPT-compatible voice mail delivery architecture, which eventually migrates to Linux-based servers, using Cisco products.

- Enterprise standardized upgrade of supervisor modules and increased memory, where necessary, for all Cisco Catalyst 6500 series switches.

- Enterprise standardized fabric enhancements for Cisco Catalyst 6500 series switches.

- Additional Cisco Catalyst 6509, where necessary, switches to support added infrastructure subscribers.

- Enterprise standardized Cisco router platform to replace the existing platform, which is end of life cycle.

- Enterprise standardized in-line power subscriber modules for all Cisco Catalyst 6509 switches.

- Upgrade to the commercial integrated uninterruptible power supply system, supporting District's systems operations center. This effort supports the District's centralized server farm, aggregation switches, disk array and backup system.

- Enterprise standardized infrastructure supporting new

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distributed firewall architecture.

Standardization of all new and/or renovated facility communications system cabling with the Systimax Structured Cabling System.

Expansion, where necessary, of enterprise IP telephony infrastructure using Cisco call managers, gateways, and IP phones.

Expanded enterprise consolidated server farm and disk resources to meet increasing District subscriber requirements.

Enterprise standardized customer mobility platform using Cisco wireless connectivity products, architecturally designed to protect district resources against internal and external attacks.

Enterprise standardized policy-based connectivity platform using Cisco policy-enabled hardware and software.

Design, implement and maintain integrated voice and data Local Area Network (LAN) for the District's Academy which, when implemented, allows maximum functionality from the District's existing communications infrastructure.

Design, implement and maintain converged voice, video, and data structured cabling infrastructure for each of the District's ERATE-eligible campuses which, when implemented, replaces all existing Category 3 UTP cabling with the District standard Systimax Gigaspeed Ethernet products. Bidders will provide not to exceed price per drop with definition and conditions. Anticipated drop count is approximately 3000. Specific locations will be selected for each drop following contract award.

Design, implement and maintain a District-owned cluster architecture providing fiber optic extended local area networks which, when implemented, provide maximum functionality and investment protection for the District's existing communications infrastructure.

Design, implement and maintain a district-wide configuration/asset/resource tracking architecture to meet the District's documented requirements.

Design, implement and maintain LANs, to include structured cabling, for newly constructed campus facilities which, when implemented, provide maximum functionality from the District's existing enterprise communications infrastructure.

Design, implement and maintain web and email server upgrades to the District systems operations center which, when implemented, provide maximum functionality with the District's existing communications infrastructure.

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Provide Novel software licensing agreement for the District's current Novel server environment.
Provide ``shared services'' for any E-RATE eligible administrative facilities throughout the district.

Technical Support

Design and implement a comprehensive annual recurring technical services agreement to support the District's E-RATE eligible communications infrastructure. Support pricing must be provided for all new and existing Cisco, HP, IBM, Compaq, APC, Accord, and Polycom brand district infrastructure components. Support pricing must also be provided for all proposed items relevant to this RFP providing coverage listed below. Non-warranty structured cable replacement/repairs must be included in the scope of this agreement.

Cisco Hardware	= 8 hour per day X 5 days per week X
Next business day parts delivery	
UPS units	= Response within 24 hours
District data center	= Response within 8 hours
Siemens HiCom Model 80	= 8 hour per day X 5 days per week X 4
hour technical response	
Siemens HiCom Model 150s	= 8 hour per day X 5 days per week X 24
hour technical response	
Accord Video Bridge	= 8 hour per day X 5 days per week X 24
hour technical response	
Polycom Video Systems	= 8 hour per day X 5 days per week X 24
hour technical response	

Bidding Requirements and Expectations

Bidders are required to perform detailed site surveys with representatives from Edgewood ISD for each of the twenty-seven project sites listed below and include separate installation diagrams for proposed network hardware, data center hardware, and structured cabling relevant to their respective technical solutions. Installation diagrams must include notations regarding type, location and connectors for all necessary additional electrical facilities to accommodate equipment contained in the design package.

Prices quoted shall be for comprehensive technical solutions installed and maintained by the vendor. The selected vendor will be responsible for all materials and labor necessary to design, stage, install, test, and provide "As Built" documentation relevant to their proposal for each of the specified project sites.

Detailed bill of materials (BOM) must be included in each proposal.

Selected vendor is required to provide detailed pricing in a format that expedites FCC Form 471 final preparation.

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All proposals must include the necessary hardware, software, and professional services to accomplish upgrades proposed therein. Responding vendors may submit bids any or all three project components listed above.

The successful bidder must be manufacturer authorized and certified for all proposed products. Vendors must have a proven Help Desk offering capable of meeting the District's required response times for each proposed item listed above.

The successful bidder must demonstrate, through confirmed references, the ability to successfully accomplish projects of similar scope using product solutions described above.

The successful bidder must demonstrate a proven enterprise asset tracking system capability.

The successful bidder must be capable of providing a comprehensive facilities management architecture, integrated with and leveraging all existing District IT infrastructure.

The successful bidder must also have senior network architects and engineers on staff holding current CCIE and MCSE certifications for the duration of this project. The successful bidder must have structured cabling design engineers on staff holding current RCDD certification for the duration of this project.

The successful bidder must provide PMP-certified Project Managers, using industry standard "best practices" for the duration of this project.

A detailed implementation plan, reflecting contents determined in collaboration with the District, must be provided by the successful bidder and approved by both parties prior to project implementation.

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NOTE: Addresses for each school will be provided by the District upon request.

TABLE 1

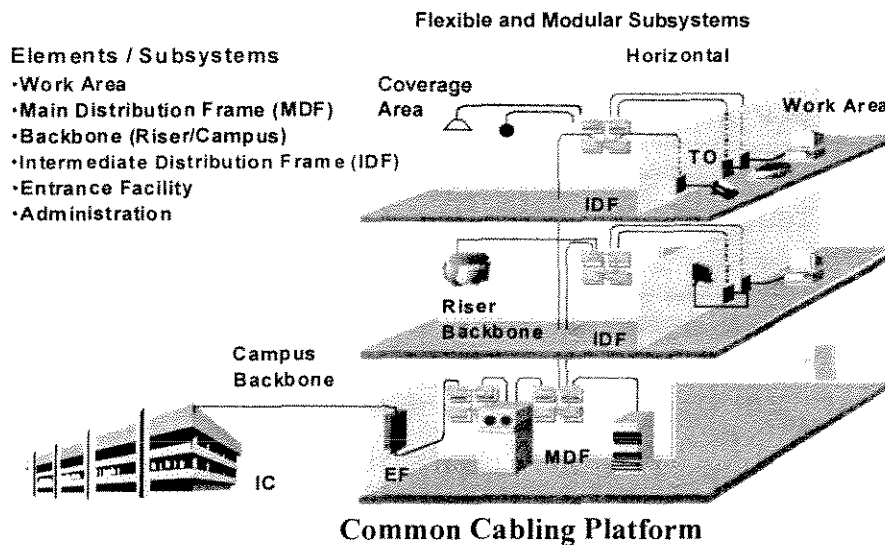
School	Scope	New Drops		
Perales	converged cabling	100		
Burleson	converged cabling	100		
Coronado/Escobar	converged cabling	100		
HB Gonzales	converged cabling	100		
Cardenas	converged cabling	100		
CBHS	converged cabling	100		
Gardendale	converged cabling	100		
LB Johnson	converged cabling	100		
Emma Frey	converged cabling	100		
Hoelscher	converged cabling	100		
HK Williams	converged cabling	100		
JFK - Math/Science Academy	converged cabling	100		
Cenizo Park	converged cabling	100		
Truman	converged cabling	100		
Gus Garcia	converged cabling	100		
Wrenn	converged cabling	100		
Stafford	converged cabling	100		
JF Kennedy	converged cabling	100		
JF Kennedy - vocational bldg	converged cabling	100		
Winston	converged cabling	100		
Memorial	converged cabling	100		
Loma Park	converged cabling	100		
EISD Academy	converged cabling	100		
Brentwood	converged cabling	100		
Memorial - Career Tech	converged cabling	100		
New Roosevelt	converged cabling	400		
New Las Palmas	converged cabling	400		

Table 2 provides a description and pictorial representation of the industry terminology associated with the proposed Structured Cabling System. Edgewood I.S.D. requires this terminology to be used in all "As-Built" documentation associated with this project.

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TABLE 2

Structured Cabling Example/Infrastructure Terminology



2. GENERAL

2.1. REFERENCES

- A. Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 568-A-Commercial Building Telecommunications Wiring Standards.
- B. EIA/TIA-569 - Commercial Building Standard for Telecommunications Pathways and Spaces.
- C. EIA/TIA-TSB67 - Transmission Performance Specifications for Field Testing of Unshielded, Twisted Pair Cabling Systems, October 1995.
- D. EIA/TIA-TSB72 - Centralized Optical Fiber Cabling Guidelines, October 1995.
- E. EIA/TIA-TSB75 - Additional Horizontal Cabling Practices for Open Offices.
- F. International Standards Organization/International Electrotechnical Commission (ISO/IEC) DIS 11801, January 6, 1994.
- G. Underwriters Laboratories (UL®) Cable Certification and Follow Up Program.
- H. National Electrical Manufacturers Association (NEMA).
- I. American Society for Testing Materials (ASTM).

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- J. National Electric Code (NEC®).
- K. Institute of Electrical and Electronic Engineers (IEEE).
- L. UL Testing Bulletin.
- M. American National Standards Institute (ANSI) X3T9.5 Requirements for UTP at 100 Mbps.
- N. Avaya SYSTIMAX® SCS Zone Cabling Guidelines for High 5® Products, Latest Issue.
- O. Avaya SYSTIMAX® Structured Cabling Systems, Performance Specifications, Latest Issue.
- P. Avaya SYSTIMAX® Structured Cabling Systems, Components Guide, Latest Issue.
- Q. Avaya Generic Specifications: Fiber Optic Outside Plant Cable, Latest Issue.

2.2. SUBMITTALS

A. Provisioning Section

Submit under provisions of Section 1: Bidding Requirements and Expectations

B. Product Data

Provide manufacturer's catalog information showing dimensions, colors, and configurations and reference page numbers in the text.

C. Manufacturer's Instructions

1. Indicate application conditions and limitations of use stipulated by product testing agency specified under regulatory requirements.
2. Include instructions for storage, handling, protection, examination, preparation, operation and installation of product.
3. A technical data sheet from the manufacturer should be included with the response for each product proposed. This data sheet shall include the physical specifications as well as the following electrical and transmission characteristics:
 - a. Mutual Capacitance
 - b. Impedance
 - c. DC Resistance
 - d. Attenuation
 - e. Worst Pair-to-Pair Near End Crosstalk
 - f. Power Sum Near End Crosstalk.

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D. Pre-Qualification Certificate

The selected vendor must provide training certificates for design, engineering and installation of the proposed products upon request by the District.

E. Factory Test

Vendor shall submit, upon request by the District, all factory test information prior to installation. If equivalent product(s) are substituted, the equivalent product(s) must prove demonstrated and documented equivalence to the product(s) specified.

F. Bid

Vendor shall submit complete detailed bids for each campus listed in the Bill of Materials. Each campus bid will contain line items, descriptions, part numbers, unit pricing, quantities and extended pricing including, but not limited to, each item contained in the Bill of Materials appended to this document. Each campus bid will be sub-totaled and grand totals for the entire bid must be provided. No lump sum bids will be accepted.

G. Material Guarantee

The wiring vendor (installer) shall guarantee at the time of the bid that all Gigaspeed cabling and components meet or exceed specifications (including installation) of TIA/EIA-568-A and 569.

H. Material Provided

The successful vendor shall be certain that all correct parts are ordered per Products Section of this document and installed in accordance with manufacturers design and installation guidelines. Vendor shall submit complete parts and part numbers to Edgewood ISD prior to installation of equipment.

I. Product and Applications Assurance Warranty documentation shall be for 20 years for 1.2GBPS systems.

1. Complete documentation regarding the manufacturers warranty shall be submitted as part of the proposal. This shall include, but is not limited to a sample of the warranty that would be provided to the customer when the installation is complete and documentation of the support procedure for warranty issues.

2. A systems application assurance manual documenting the vendor supported applications and application guidelines shall be provided as part of the proposal.

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2.3. QUALIFICATIONS

A. Manufacture

The SCS cabling products specified in Section 2 of this Request for Proposal shall be supplied by a single manufacturer, with the exception of:

Data racks and other hardware that are not defined as part of the channel test configuration by TIA/EIA TSB67, Transmission Performance Specifications for Field Testing of unshielded Twisted-Pair Cabling Systems.

Outside plant (OSP) copper cable.

Manufacturer shall have a minimum of seven (7) years experience and shall be ISO 9001 Certified.

B. Contractor

The contractor selected to provide the installation of this system shall be certified by the manufacturing company in all aspects of design, installation and testing of the products described herein, and have a minimum of five (5) years experience on similar SCS cabling systems.

The Selected Contractor must be compliant with all federal, state and local statutes.

2.4. DEFINITION - STRUCTURED CABLING SYSTEM

Structured Cabling Systems (SCS) wiring is defined as: all required equipment and cabling including hardware, termination blocks, cross connect wire or cordage, patch panels, patch cords, telecommunication outlets, work area cords, UTP and fiber lightguide cable installed and configured to provide computer data and voice connectivity from each data or voice device to the network file server or voice network/switch, designated as the service point of the local area network.

NOTE: ALL NEW VOICE DROPS MUST BE SYSTIMAX GIGASPEED CERTIFIED END-TO-END.

2.5. CABLING BASIC REQUIREMENTS

A. Cable

Cable shall be unshielded twisted pair (UTP) rated for "plenum" installation that is extended from the network file server location and voice server to the data and voice outlets located at end user points.

B. Pathway

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Extension of all data and voice cables shall be within raceway, conduit, cable tray or ``J'' Hooks or similar approved suspension systems. All Contractors responding to this Request for Proposal must specify which pathway methodology they are utilizing.

C. Hardware

Required hardware includes, but is not limited to, termination blocks, fastening devices, data outlets, voice outlets and all required accessories to comply with this specification.

2.6. GROUNDING AND BONDING

All grounding and bonding shall meet the National Electrical Code (NEC®) as well as local codes, which specify additional grounding and/or bonding requirements.

A. Bonding and Grounding

Communication bonding and grounding shall be in accordance with the NEC® and NFPA. Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices. Horizontal equipment includes cross connect frames, patch panels and racks, active telecommunication equipment and test apparatus and equipment. When required by local code, provide a Telecommunications Bonding Backbone utilizing a #6-AWG or larger bonding conductor that provides direct bonding between equipment rooms and telecommunications closets. This is part of the grounding and bonding infrastructure (part of the telecommunications pathways and spaces in the building structure), and is independent of equipment or cable.

2.7. WARRANTY

- A. A one (1) year warranty on all proposed voice and/or data components, including associated software, must be provided along with 8X5XNBD Monday through Friday service coverage.
- B. A twenty (20)-year Extended Product Warranty and Application Assurance for the structured cabling system shall be provided as follows:
- C. 20-Year Extended Product Warranty

The 20-Year Extended Product Warranty shall ensure against product defects, that all approved cabling components exceed the specifications of TIA/EIA 568-A and ISO/IEC IS 11801, exceed the attenuation and NEXT requirements of TIA/EIA TSB 67 and ISO/IEC IS 11801 for cabling links/channels, that the installation will exceed the loss and bandwidth requirements

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of TIA/EIA TSB 67 and ISO/IEC IS 11801 for fiber links/channels, for a twenty (20)-year period. The end-to-end passive product solution shall be capable of delivering 1GBPS to the workstation. The warranty shall apply to all passive SCS components. The 20-Year Extended Product Warranty shall cover the replacement or repair of defective product(s) and labor for the replacement or repair of such defective product(s) for a twenty (20)-year period.

D. 20 Year Application Assurance

The 20 Year Application Assurance shall cover the failure of the wiring system to support the application which it was designed to support, as well as additional application(s) introduced in the future, up to 1GBPS parallel transmission schemes, by recognized standards or user forums that use the TIA/EIA 568-A or ISO/IEC IS 11801 component and link/channel specifications for cabling, for a twenty (20) year period

E. System Certification

Upon successful completion of the installation and subsequent inspection, the customer shall be provided with a numbered certificate, from the manufacturing company, registering the installation.

Avaya Technologies 20-Year LIMITED SYSTIMAX® Structured Cabling System Extended Product Warranty and Application Assurance Warranty is approved as meeting the warranty specified in Section 2.7 above.

2.8. DESCRIPTION

A. Structured Cabling System

Furnish and install, complete with all accessories a Structured Cabling System (SCS). The SCS shall serve as a vehicle for transport of data, video and voice telephony signals throughout the network from designated demarcation points to outlets located at various desk, workstation and other locations as indicated on the contract drawings and described herein. Applications standards supported should include, but be not limited to, IEEE 802.3, 10Base5, 10BASE-T, IEEE 802.5, 4 Mbps, 16Mbps (328 ft [100m], 104 Workstations) and TP-PMD. In addition, these links/channels shall be capable of supporting evolving high-end applications such as 100 Base-T and 52/155 Mbps ATM AND 77 Channel Analog Broadband Video out to 550 Mhz. Gigabit cable performance shall be capable of supporting existing and evolving applications including AES/EBU Digital Audio, 270 Mbps Digital video, 622 Mbps 64-CAP ATM, 1000Base-T Gigabit Ethernet and 1.2 Gigabit ATM.

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B. Telephone Company Connectivity

Wiring utilized for telephone company central office voice service shall originate at a demarcation point (RJ21X), the cross connect provided by the telephone company. Installation, termination and identification of wiring between station outlets, TC's and the ER shall be considered part of the selected vendor's work.

C. Data and Voice

Wiring utilized for data and voice communications shall originate at owner provided hubs and concentrators either wall mounted, in vertical free standing equipment racks, and/or enclosed wall mounted vertical equipment racks located at the Telecommunications Equipment Room (ER), the Main Cross-connect (MC), the Intermediate cross-connect (IC), and/or the Telecommunications Closet (TC) location(s). Wiring, terminations and patch bays between these designated demarcation points and outlet locations designated on the plans shall be considered part of the contract. Outlets (jacks) shall be furnished, wired and installed by the SCS system contractor.

2.9. CONTRACTOR QUALIFICATIONS

A. Contractor Selection

The contractor selected for this Project must be certified by the manufacturer of the products, adhere to the engineering, installation and testing procedures and utilize the authorized manufacturer components and distribution channels in provisioning this Project.

B. Contractor Experience and Training

The contractor shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size. The contractor shall own and maintain tools and equipment necessary for successful installation and testing of optical and Category 5 metallic premise distribution systems and have personnel who are adequately trained in the used of such tools and equipment.

C. Contractor Resume

A resume of qualification shall be submitted with the Contractor's proposal indicating the following:

1. A list of recently completed projects of similar type and size with contact names and telephone numbers for each.
2. A list of test equipment proposed for use in verifying the installed integrity of metallic and fiber optic cable systems on this project.

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3. A technical resume of experience for the contractor's Project Manager and on-site installation supervisor who will be assigned to this project.
4. A list of technical product training attended by the contractor's personnel that will install the SCS system shall be submitted with the response.

Any sub-Contractor who will assist the SCS contractor in performance of this work, shall have the same training and certification as the SCS contractor.

2.10. SPECIAL REQUIREMENTS FOR CABLE ROUTING AND INSTALLATION

A. Cabling

All communications cabling used throughout this project shall comply with the requirements as outlined in the National Electric Code (NEC®) Articles 725, 760, 770, and 800 and the appropriate local codes. All copper cabling shall bear CMP (Plenum Rated), CM/CMR (Riser Rated) and/or appropriate markings for the environment in which they are installed. All fiber optic cabling shall bear OFNP (Plenum Rated), OFNR (Riser Rated) and/or appropriate markings for the environment in which they are installed.

B. Cable Pathway

In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Contractor shall bundle, in bundles of 50 or less, station wiring with cable ties snug, but not deforming the cable geometry. Cable bundles shall be supported via "J" hooks attached to the existing building structure and framework at a maximum of five (5) foot intervals. Plenum rated cable ties will be used in all appropriate areas. The contractor shall adhere to the manufacturers' requirements for bending radius and pulling tension of all data and voice cables.

Cables shall not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.

Cables shall not be attached to or supported by fire sprinkler heads or delivery systems or any environmental sensor located in the ceiling air space or any non-proper support.

C. Fire Stopping

Sealing of openings between floors, through rated fire and smoke walls, existing or created by the contractor for cable pass through shall be the responsibility of the contractor. Sealing material and application of this material shall be accomplished in such a manner that is acceptable to the local fire and building authorities having jurisdiction over this work. Creation of such openings as are necessary for

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cable passage between locations as shown on the drawings shall be the responsibility of the contractor's work. Any openings created by or for the contractor and left unused shall also be sealed as part of this work.

D. Contractor Responsibility

The contractor shall be responsible for damage to any surfaces or work disrupted as a result of his work. Repair of surfaces, including painting, shall be included as necessary.

2.11. WORK EXTERNAL TO THE BUILDING

Any work external to the confines of these campuses as described shall be considered outside the scope of this project, and will be negotiated separately.

2.12. SYSTEM DESCRIPTION

The system shall utilize a network of fiber optic, and unshielded twisted pair, riser, tie and station cables. Cables and terminations shall be provided and located as shown and in the quantities indicated on the drawings. Fiber cables shall terminate on Fiber Distribution Centers (FDC's), and modular patch panels will be located in all demarcation and termination points. All cables and terminations shall be identified at all locations. All cables shall terminate in an alpha-numeric sequence at all termination locations. All copper cable terminations shall comply with, and be tested to TIA/EIA 568-A and TSB-67 standards for Gigaspeed and/or Category 3 installations. Available and unused pairs between the ER and TC (s) shall terminate and shall be identified as spare at each location. Station cables shall terminate on one, two or three gang wall plates.

2.13. SUBMITTALS

Submittals shall include all items called for in this section and manufacturers cut sheets as required by the District for the following:

- A. All wire and cable: to include patch cords, cross connect wire and cross connect cordage.
- B. All connectors and required tooling.
- C. All termination system components for each cable type.
- D. All MDF and IDF equipment, racks, hardware and LAN equipment.
- E. All grounding and surge suppression system components (as required).

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- F. Separate installation diagrams for network hardware, telecommunications hardware, and structured cabling, as applicable to the project scope at each site.

3. PRODUCTS

3.1. EQUIVALENT PRODUCTS

Equivalent product(s) will not be considered for substitution for those products specified in the attached Bill of Materials (BOM).

3.2. OUTLETS

A. Faceplates

1. All faceplates shall be available in single, duplex, triplex, quadplex, or sixplex arrangement in a single gang configuration.
2. Faceplates shall be available in eightplex arrangement in a dual gangbox configuration.
Surface mount boxes shall be available in single, dual, quad, sixplex and twelveplex configuration.

All required surface-mount facilities must be Panduit brand, ivory color, suitable for both communications cabling and electrical cabling and AVAYA SYSTIMAX certifiable.

B. Outlets for Voice and Data:

Communications outlets shall consist of one, two or three gang utility outlet boxes plates equipped with 8-pin modular (RJ-45) jacks, utilizing T568-A wiring. All outlet cabling shall terminate on termination blocks at their associated TC.

C. Outlet Locations

Unless otherwise noted on the floor plans or within this document, all data wall outlets for 24 AWG copper cable shall be:

1. 8-position/ 8-conductor modular outlets
2. Insulation displacement
3. Support Universal applications in a multivendor environment, accepting modular RJ-45 plugs. .
4. Provided with blank module inserts for all unused module locations. Jack module arrangement is shown on the drawings. Provide color coded inserts at each outlet, termination block and at patch panels as shown on the drawings.

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D. Category 3 Outlets

All Category 3 outlets shall conform to TIA/EIA 568-A Commercial Building Telecommunications Cabling Standard, Horizontal Cable Section, and be part of the UL® LAN Certification and Follow-up Program, and shall meet or exceed the following electrical and mechanical specifications:

Electrical Specifications:

TIA/EIA 568-A Category 3 minimum transmission requirements

Insulation resistance	500 M Ω minimum
Dielectric withstand voltage	1,000 VAC RMS, 60 Hz minimum, contact-to-contact and 1,500 VAC RMS, 60 Hz minimum from any contact to exposed conductive surface.
Contact resistance	20 m Ω maximum
Current rating	1.5 A at 68° F (20°C) per IEC Publication 512-3, Test 5b.

Mechanical Performance:

Plug Insertion Life:	750 insertions
Contact Force:	3.5 oz (99.2 g) minimum using FCC-Approved modular plug
Plug Retention Force:	30 lb. (133 N) minimum between modular plug and jack
Temperature Range:	-40 to 150°F (-40 to 66°C)

UL® Verified Category 3 Electrical Performance
Comply with FCC Part 68
ISO 9001 Certified Manufacturer
Avaya Technologies M1 Series Outlet approved

E. Gigabit (GBPS) 4 Pair UTP Channel

The GBPS 4 pair UTP channel consists of all cable and components with up to four connections that comprise the full 100 meter circuit from the Hub/Server/LAN Electronics port located in the IDF or the MDF location to the voice/data/video/imaging device port located at the User Work Station. The GBPS 4 pair UTP channel shall support emerging high-bandwidth applications, including 1 GBPS Ethernet, potentially 1.2 GBPS ATM and 2.4 GBPS ATM, Multi-Tasked Split Screen Computing, Virtual Holographic Video Conferencing, Instant Access Telemedicine, 3D CAC/CAM Engineering, Internet-Intranet Communications/Commerce, as well as all 77 channels (550 MHz) of analog broad band

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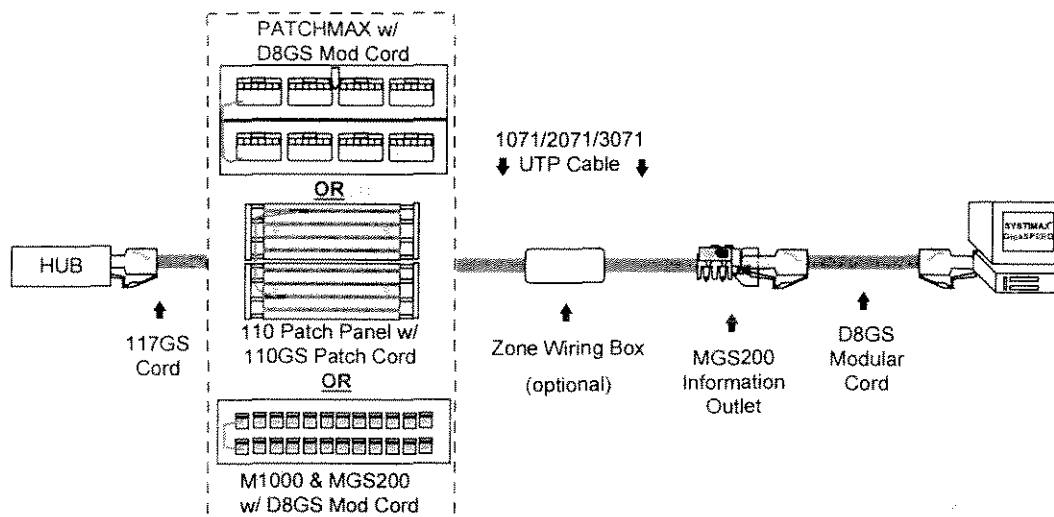
video.

The GBPS cable and GBPS channel components shall be from a single manufacturer. The manufacturer shall warrant the GBPS channel cable, components, and applications for a period of 20 years.

Avaya Technologies 20-Year SYSTIMAX Gigaspeed Structured Connectivity Solution Extended Product Warranty and Applications Assurance Program approved.

The Gigaspeed Channel shall be comprised of the following components as illustrated:

Gigaspeed Channel



The Gigaspeed Channel as illustrated above with four (4) connections shall have a minimum of 10dB Attenuation to Crosstalk Ratio (ACR), across the full frequency range of 1MHz - 149.1MHz. At no point across the frequency range of 1MHz - 149.1MHz shall the ACR drop below 10dB.

The GBPS cable and GBPS components shall be electrically compatible with existing Category 3, 4 and 5, plus future networks. The GBPS components shall be engineered and manufactured to compensate for any CAT 3, 4 or 5 component crosstalk and shall provide at least CAT 3, 4 or 5 performance in all of the customer's existing installed base of voice/data/video.

The GBPS cable and GBPS components shall be physically compatible with existing installed base of equipment. The GBPS cable and GBPS components shall not require special cords, specialty tools or special installation requirements.

The guaranteed channel performance electricals of the

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GigaSPEED Channel shown above with cable, cords, outlets and four (4) connections as compared to standard Category 5 shall be as follows:

GBPS Guaranteed Channel Performance						
Freq MHZ	Attenuation		NEXT		ACR	
	CAT5	GigaSPEED	CAT5	GigaSPEED	CAT5	GigaSPEED
1.0	2.2	2.0	60.3	72.7	58.1	70.7
4.0	4.5	4.0	50.6	63.0	46.1	59.1
10.0	7.1	6.3	44.0	56.6	36.9	50.3
16.0	9.1	8.1	40.6	53.2	31.6	45.2
20.0	10.2	9.1	39.0	51.6	28.8	42.6
25.0	11.4	10.2	37.4	50.0	26.0	39.8
31.25	12.9	11.5	35.7	48.4	22.9	37.0
62.5	18.6	16.6	30.6	43.4	12.0	26.8
70.0	19.8	17.7	29.8	42.5	10.0	24.9
100.0	24.0	21.5	27.1	39.9	3.1	18.4
120.0		23.8		38.6		14.8
140.0		26.0		37.4		11.5
149.1		26.9		37.0		10.1
155.5		27.5		36.7		9.1
160.0		28.0		36.4		8.5
180.0		29.9		35.6		5.6
200.0		31.8		34.8		3.0

BIDDER'S (COMPANY) NAME _____

GBPS 4 Pair Cable Performance Characteristics as follows:

Frequency MHz	Attenuation dB/100m	Power Sum NEXT dB	Pair- to-Pair NEXT dB	Attenuation to Crosstalk Ratio dB/90m	Structural Return Loss DB
0.772	1.7	72.0	74.0	72.5	26.0
1	1.9	70.3	72.3	70.6	26.0
4	3.8	61.3	63.3	59.9	26.0
8	5.3	56.8	58.8	54.0	26.0
10	6.0	55.3	57.3	51.9	26.0
16	7.7	52.3	54.3	47.4	26.0
20	8.6	50.8	52.8	45.0	26.0
25	9.7	49.3	51.3	42.6	25.3
31.25	10.9	47.9	49.9	40.1	24.6
62.5	15.8	43.4	45.4	31.1	22.5
100	20.5	40.3	42.3	23.9	21.1
155	26.2	37.5	39.5	15.9	19.8
200	30.3	35.8	37.8	10.5	19.0
255	34.9	34.2	36.2	4.8	18.3
300	38.4	33.2	35.2	0.6	17.8
400	45.6	31.3	33.3	NA	16.0
550	55.3	29.2	31.2	NA	15.9

Crosstalk measured on worst performing pair-to-pair

Nonplenum GBPS 4 Pair UTP Cable electrical/mechanical characteristics as follows:

Nominal Velocity of Propagation (NVP)	0.69	0.69
Max. DC Resistance	29 Ω /1000 ft.	9.4 Ω /100 m
Typical Max. DC Resistance	25 Ω /1000 ft.	8.2 Ω /100 m
Max. DC Resistance Unbalanced	<3%	<3%
Nominal Mutual Capacitance @ 1kHz	15 nF/1000 ft.	4.9 nF/100 m
Physical Gauge	24 AWG	24 AWG
Weight	22 lbs/1000 ft.	3.2 kg/100 m
Outside Diameter	0.22 inches	5.6 mm
PE Insulation Thickness	0.008 inches	0.2 mm
PVC Jacket Thickness	0.022 inches	0.6 mm
Max. Pulling Tension	25 lbs.	11 kg (110 N)
Min. Breaking Tension	90 lbs.	41 kg (400 N)
Operation Temperature Range	-4° to 140° F	-20° to 60° C

BIDDER'S (COMPANY) NAME _____

Plenum GBPS 4 Pair UTP Cable electrical/mechanical characteristics as follows:

Nominal Velocity of Propagation (NVP)	0.72	0.72
Max. DC Resistance	29 Ω /1000 ft.	9.4 Ω /100 m
Typical Max. DC Resistance	25 Ω /1000 ft.	8.2 Ω /100 m
Max. DC Resistance Unbalanced	<3%	<3%
Nominal Mutual Capacitance @ 1kHz	14 nF/1000 ft.	4.6 nF/100 m
Physical Gauge	24 AWG	24 AWG
Weight	22 lbs/1000 ft.	3.2 kg/100 m
Outside Diameter	0.20 inches	5.1 mm
PE Insulation Thickness	0.008 inches	0.2 mm
PVC Jacket Thickness	0.015 inches	0.4 mm
Max. Pulling Tension	25 lbs.	11 kg (110 N)
Min. Breaking Tension	90 lbs.	41 kg (400 N)
Operation Temperature Range	-4° to 140° F	-20° to 60° C

Non Halogen GBPS 4 Pair UTP Cable electrical/mechanical characteristics as follows:

Nominal Velocity of Propagation (NVP)	0.69	0.69
Max. DC Resistance	29 Ω /1000 ft.	9.4 Ω /100 m
Typical Max. DC Resistance	25 Ω /1000 ft.	8.2 Ω /100 m
Max. DC Resistance Unbalanced	<3%	<3%
Nominal Mutual Capacitance @ 1kHz	15 nF/1000 ft.	4.9 nF/100 m
Physical Gauge	24 AWG	24 AWG
Weight	23 lbs/1000 ft.	3.4 kg/100 m
Outside Diameter	0.22 inches	5.8 mm
PE Insulation Thickness	0.008 inches	0.2 mm
PVC Jacket Thickness	0.020 inches	0.5 mm
Max. Pulling Tension	25 lbs.	11 kg (110 N)
Min. Breaking Tension	90 lbs.	41 kg (400 N)
Operation Temperature Range	-4° to 140° F	-20° to 60° C

Approved Gigabit Channel Components

Avaya Technologies 1071 Non-Plenum, 2071 Plenum and 3071 Non-

BIDDER'S (COMPANY) NAME _____

Halogen GigaSPEED cables approved.
Avaya Technologies MGS200 outlets approved.
Avaya Technologies 117GS Work Station cord approved.
Avaya Technologies D8GS modular patch cords approved.
Avaya Technologies PATCHMAX PM2151 24/48GS patch panel approved.
Avaya Technologies DM2151A/B-GS PATCHMAX Module approved.
Avaya Technologies 110 Connector System approved.
Avaya Technologies 110P8GS 110 patch cords approved.

3.3. ADAPTERS

- A. Telecommunication Outlet (TO) Adapters for Voice and Data -
No Adapters are required in response to this RFP, but
selected vendor must be able to provide the following
Adapters as required (at District expense).

Four pair modular jack continuity adapters shall be
available in a variety of configurations to support multiple
use of cable pairs external to the TELECOMMUNICATION OUTLET
(TO), and therefore conforming to the EIA/TIA 568-A
specification for maintaining four pair continuity to the 8
pin modular jack in the TELECOMMUNICATION OUTLET (TO).

3.4. SURFACE MOUNTED RACEWAYS (to individual work locations)

Communication outlets that require surface mounting shall be
mounted in non-metallic backboxes with surface raceways.
Surface raceways may be omitted where access into existing
walls is available. Backboxes shall be mounted at power
receptacle height. Raceways shall be secured every 16 inches
with screws and wall anchors approved by the District. All
required surface-mount facilities must be Panduit brand,
ivory color, suitable for both communications cabling and
electrical cabling and AVAYA SYSTIMAX certifiable.

3.5. STATION CABLE

- A. Category 6, 4 Pair

1. Category 6 cables shall conform to the requirements of
EIA/TIA 568-A Commercial Building Telecommunications Cabling
Standard, Horizontal Cabling Section, be part of the UL®
LAN Certification and Follow-up Program, and shall terminate
on the 8 pin modular jacks provided at each outlet.
Applications standards supported should include, but should
not limited to, IEEE 802.3 and 100BASE-T.

All Category 6 cable shall be UL® Listed and type CMR or
CMP, and shall meet or exceed the environmental and
electrical specifications listed as follows:

NOTE: All station cables must meet the minimum Gigaspeed
performance requirements detailed in section 3.2, paragraph E of
this document.

BIDDER'S (COMPANY) NAME _____

Electrical Specifications:

DC resistance	28.6Ω/1,000 ft (9.38Ω/100m), maximum
DC resistance	.32% minimum, 1.12% maximum
Unbalance	1,000 pF/1,000 ft
Capacitance Unbalance (pair to ground)	(328pF/100m) @ 1kHz
Characteristic Impedance	100 Ω ±15%

Attenuation, dB/100 m, (328 ft.):

Frequency	Attenuation (Max.)
1.00 MHz	2.6 dB
2.00 MHz	3.5 dB
5.00 MHz	4.5 dB
10.00 MHz	9.7 dB
16.00 MHz	13.3 dB

Pair NEXT, dB/1000 ft., (305 m):

Frequency	Pair-To-Pair NEXT (Max.)
1.00 MHz	23 dB

Environmental:

Storage Temperature	68° F to 122° F (-20° C to 50° C)
Installation Temperature	122° F to 122° F (50° C to 50° C)
Operating Temperature	122° F to 122° F (50° C to 50° C)

Verified for Category 6 Electrical Performance

Halogen GigaSPEED cables approved.
Avaya Technologies MGS200 outlets approved.
Avaya Technologies 117GS Work Station cord approved.
Avaya Technologies D8GS modular patch cords approved.
Avaya Technologies PATCHMAX PM2151 24/48GS patch panel approved.
Avaya Technologies DM2151A/B-GS PATCHMAX Module approved.
Avaya Technologies 110 Connector System approved.
Avaya Technologies 110P8GS 110 patch cords approved.

3.3. ADAPTERS

- A. Telecommunication Outlet (TO) Adapters for Voice and Data -
No Adapters are required in response to this RFP, but
selected vendor must be able to provide the following
Adapters as required (at District expense).

Four pair modular jack continuity adapters shall be
available in a variety of configurations to support multiple
use of cable pairs external to the TELECOMMUNICATION OUTLET
(TO), and therefore conforming to the EIA/TIA 568-A
specification for maintaining four pair continuity to the 8
pin modular jack in the TELECOMMUNICATION OUTLET (TO).

3.4. SURFACE MOUNTED RACEWAYS (to individual work locations)

Communication outlets that require surface mounting shall be
mounted in non-metallic backboxes with surface raceways.
Surface raceways may be omitted where access into existing
walls is available. Backboxes shall be mounted at power
receptacle height. Raceways shall be secured every 16 inches
with screws and wall anchors approved by the District. All
required surface-mount facilities must be Panduit brand,
ivory color, suitable for both communications cabling and
electrical cabling and AVAYA SYSTIMAX certifiable.

3.5. STATION CABLE

- A. Category 6, 4 Pair

1. Category 6 cables shall conform to the requirements of
EIA/TIA 568-A Commercial Building Telecommunications Cabling
Standard, Horizontal Cabling Section, be part of the UL®
LAN Certification and Follow-up Program, and shall terminate
on the 8 pin modular jacks provided at each outlet.
Applications standards supported should include, but should
not limited to, IEEE 802.3 and 100BASE-T.

All Category 6 cable shall be UL® Listed and type CMR or
CMP, and shall meet or exceed the environmental and
electrical specifications listed as follows:

NOTE: All station cables must meet the minimum Gigaspeed
performance requirements detailed in section 3.2, paragraph E of
this document.

BIDDER'S (COMPANY) NAME _____

Electrical Specifications:

DC resistance	28.6 Ω /1,000 ft (9.38 Ω /100m), maximum
DC resistance	.32% minimum, 1.12%
Unbalance	maximum
Capacitance Unbalance (pair to ground)	1,000 pF/1,000 ft (328pF/100m) @ 1kHz
Characteristic Impedance	100 Ω \pm 15%

Attenuation, dB/100 m, (328 ft.):

Frequency	Attenuation (Max.)
1.00 MHz	2.6 dB
4.00 MHz	5.6 dB
8.00 MHz	8.5 dB
10.00 MHz	9.7 dB
16.00 MHz	13.1 dB

Worst-Pair NEXT, dB/1000 ft, (305 m):

Frequency	Pair-To-Pair NEXT (Max.)
1.00 MHz	41 dB
4.00 MHz	32 dB
8.00 MHz	27 dB
10.00 MHz	26 dB
16.00 MHz	23 dB

Environmental:

Storage temperature	68° F to 122° F (20° C to 50° C)
Installation Temperature	32° F to 122° F (0° C to 50° C)
Operating Temperature	-4° F to 140° F (-20° C to 60° C)

UL® Verified for Category 6 Electrical Performance
ISO 9001 Certified Manufacturer

Avaya Technologies 2010 (plenum) and 1010 (non-plenum) approved
Avaya Technologies 1050-004AIV (outdoor/indoor)

3.6. FIBER OPTIC CABLING

Fiber optic cabling shall be provided as the Backbone Media between ER (MDF) and TC (IDF) equipment rooms and furnished with a minimum of 6 Strands between the MC and the TC's in the Elementary Schools, and a minimum of 12 Strands between the MC and TC's in the High Schools.

All fiber in a cable run shall be from the same manufacturer and shall be the same type. A combination of fiber cables

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from different manufacturers may not be used without written permission.

A. Multimode Fiber Specifications:

1. All fiber optic cables within the premises shall use multimode, graded-index fibers with 62.5 micron cores only.
2. Fibers must comply with EIA/TIA 492 specifications and IS 11801 standards.
3. Fibers will have dual wavelength capability; transmitting at 850nm and 1300nm ranges.
4. All fibers shall be color coded to facilitate individual fiber identification. Fibers will have D-LUX[®] coating or approved equivalent to ensure color retention, minimize microbending losses and improve handling. The coating shall be mechanically strippable.

Core	62.5 $\mu\text{m} \pm 3 \mu\text{m}$
Core Non-Circularity:	<6%
Core/Cladding Concentricity Error:	<3.0 μm
Numerical Aperture:	0.275 \pm 0.015
Cladding diameter:	125 $\mu\text{m} \pm 1 \mu\text{m}$
Cladding Non-Circularity:	<2.0%
Colored Fiber Diameter:	250 $\mu\text{m} \pm 15 \mu\text{m}$
Buffering Diameter:	890 mm \pm 50 mm
Minimum Tensile Strength:	100,000 psi
Fiber Minimum Bending Radius:	.75 in. (1.91 cm)
Cable Minimum Bending Radius: During Installation: After Installation:	20 times cable diameter 10 times cable diameter
Operating Temp. Range:	32°F to 122°F (0°C to 50°C)
Storage Temp. Range:	-40°F to 149°F (-40°C to 65°C)
Maximum Fiber Loss:	3.4 dB/km at 850nm (typical range 2.8 to 3.4 dB/km) 1.0 dB/km at 1300nm (typical range 0.5 to 1.0 dB/km)

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Minimum	200 MHz at 850nm
Bandwidth:	500 MHz at 1300nm

Avaya Technologies' Multimode fiber approved.

3.7. FIBER SPLICING AND CLOSURES

No splicing/closures should be required for this proposal.

3.8. COPPER CABLING

A. Copper Vertical Riser Cables

Shielded or unshielded 24 AWG multi-pair copper cables shall be used as the vertical riser cables. The cable shall support voice and building service applications. The bending radius and pulling strength requirements of all backbone cables shall be observed during handling and installation. The multi-pair copper cables shall be in nonplenum form and placed in conduit as required.

Non-shielded. The non-shielded nonplenum cable shall consist of 24-AWG solid-copper conductors insulated with color coded PVC, 25 pair cable shall be UL® Verified to EIA/TIA 568-A for Category 3, 25 to 100 pair shall be conformance tested to meet EIA/TIA 568-A for Category 3 cables. The non-shielded cable shall be available in 25, 50, 75 and 100 pair. The copper cable shall meet or exceed the following electrical specifications listed below:

Electrical Specifications:

Maximum DC Resistance	28.6 Ω /1,000 ft (9.4 Ω /100m)
Maximum DC Resistance Unbalanced	5%
Maximum Capacitance Unbalanced (pair to ground)	1,000 pF/1000 ft. (328 pF/m)
Mutual Capacitance @ 1kHz	18 nF/1000 ft (5.9 nF/100 m), maximum

Attenuation (dB/100 m [328 ft.]):

Frequency	Attenuation (Max.)
1.00 MHz	2.3 dB
4.00 MHz	4.9 dB
10.00 MHz	8.5 dB
16.00 MHz	12 dB

Worst Pair Near-End Crosstalk (NEXT) dB/100 m [328 ft]:

Frequency	Pair-To-Pair
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	NEXT (Max.)
1.0 MHz	13.8 dB
4.0 MHz	11.2 dB
10.0 MHz	10.2 dB
16.0 MHz	9.2 dB

UL® listed for Fire Safety
ISO 9001 Certified Manufacturer

Avaya Technologies 1010 or 2010 Cable approved

3.9. EQUIPMENT RACKS

If necessary rack space is unavailable, MDFs shall be equipped with a minimum of 2 Chatsworth 19" X 7' equipment racks and 2 Chatsworth Heavy Duty Shelves. 1 Chatsworth Keyboard/Monitor Shelf will also be required for each MDF. These will be utilized to house the LAN Electronics Components, two District provided servers, the Fiber Optic Shelves, and the Gigaspeed Patch Panels.

If necessary rack space is unavailable, a minimum of 1 Chatsworth 19" X 7' equipment rack will be required to house the LAN Electronics Components, the Fiber Optic Shelves, and the Gigaspeed Patch Panels in each IDF.

Equivalent equipment rack products may be used upon approval of the District.

3.10. VOICE TERMINATIONS IN THE MDF / IDF.

Voice MDF/IDF locations shall be equipped with 110 patch blocks for termination of voice station and host cable pairs. Host cable block shall consist of a minimum 100 pair block, station field blocks shall be supplied as dictated by cable counts, in standard increments. All 110 blocks shall be securely fastened to the room backboards or equipment racks. Provide all required D-rings or other approved cable guides as required to provide a neat installation. All cables shall terminate in numerical sequence.

3.11. FIBER DISTRIBUTION CENTER (FDC)

The FDC will be installed on the racks provided by the selected vendor. The minimum rack size shall be a standard 19-inch rack with sufficient rack space to allow the FDC to be placed at the top of rack.

A. Fiber Patch Panels - One Unit Combination Shelf.

The District would prefer to utilize a Combination Shelf for all fiber termination within the campuses. The One Unit Combination Shelf is a frame mounted shelf that terminates, provides cross connection, interconnection, splicing and

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fiber identification for up to 24 fibers in equipment racks. The shelf will provide protection from mechanical stress on the cable and fibers and from macro-bending losses.

1. The shelf shall take no more than 1.72 inches (one unit) of vertical space on the rack.
2. The shelf must be mountable in either a 19" or 23" wide rack, and have a jumper routing trough.
3. The shelf shall be accessible from the front and rear. The unit shall slide out to allow access from the top.
4. The connector panels will accommodate ST, SC and SC duplex connectors in removable, snap-out panels.
5. The unit must be UL® approved.
6. The manufacturer must be ISO 9001 certified.

Avaya Technologies' 600B shelf is approved.

B. Fiber Patch Cords

The fiber patch cord shall consist of buffered, graded-index fiber with a 62.5 micron core and a 125 micron cladding for multimode and a stepped-index 8.3 micron core with a 125 micron cladding for single mode. The fiber cladding shall be covered by aramid yarn and a jacket of flame-retardant PVC.

C. Multimode Fiber Patch Cord

Specifications:

Mated Connector Loss	$\mu = 0.3 \text{ dB}, \sigma = 0.2 \text{ dB}$
Operating temperature	-4° to 158° F (-20 to 70° C)
Cable Retention	50 lb. (220 N) minimum
Connection Repeatability	0.20 dB maximum change per 100 reconnects
Operating temperature	-4° to 158° F (-20 to 70° C)

ISO 9001 Certified Manufacturer

Avaya Technologies FL2EP-EP-nnn (ST®), approved (where nnn is the length in feet)

Avaya Technologies LL2SC-SC-nnn (SC), approved (where nnn is length in feet)

Avaya Technologies Mating Couplers approved:

ST®: 2000A1, C2000A2, C2000A3

SC: C6000A-4

3.12. FIBER OPTIC CONNECTORS

A. Multimode Fiber Optic Connectors.

The selected vendor must Provide a field installable SC multimode connector to terminate fiber optic cables from cable-to-cable, cable-to-equipment or equipment-to-

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equipment, and to make jumpers (if required).

The connector must:

1. be field installable.
2. be capable of mounting on either 0.9 mm buffered fiber or on 3.0 mm cordage.
3. utilize a PC polishing on the tip to provide high yield during installation.
4. meet EIA and IEC standards for repeatability.
5. have a locking feature to the coupler and assure non-optical disconnect.

Material and Performance Specifications

Specification	ST® mm	SC mm
Loss (dB)	$\mu = 0.3$ $\sigma = 0.2$	$\mu = 0.3$ $\sigma = 0.2$
Fiber OD	125 μ m	125 μ m
Cable OD	2.4 / 3.0 mm	3.0 / 0.9 mm
Loss Repeat (per 1,000 reconnects)	<0.2 dB	<0.3 dB
Axial Load, min.	35 lb. (15.9 kg)	35 lb. (P6200A) 2 lb. (P6201A)
Temp. Stability	-40°C to 85°C	-40°C to 75°C
Tip Material	Ceramic	Ceramic
Cap Material	Zamak #5	N/A
Body Material	Zamak #5	Polysulfone

Avaya Technologies P6200A-Z-126 or P6201A-Z-126 multimode SC connector approved

3.13. UNSPECIFIED EQUIPMENT AND MATERIAL

Any item of equipment or material not specifically addressed in this document and required to provide a complete and functional PDS installation shall be provided in a level of quality consistent with other specified items.

3.14. GROUNDING SYSTEM AND CONDUCTORS

The SCS vendor shall provide a #6 AWG stranded copper wire cable between ground bars located at each IDF and the building main service ground point. This ground conductor shall be utilized for equipment, termination, equipment rack and computer equipment grounding.

A. Bonding and Grounding

Communication bonding and grounding shall be in accordance with the NEC® and NFPA. Horizontal cables shall be

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grounded in compliance with ANSI/NFPA 70 and local requirements and practices. Horizontal equipment includes cross connect frames, patch panels and racks, active telecommunication equipment and test apparatus and equipment.

B. Telecommunications Bonding Backbone

When required by local code, provide a Telecommunications Bonding Backbone utilizing a #6-AWG or larger bonding conductor that provides direct bonding between equipment rooms and telecommunications closets. This is part of the grounding and bonding infrastructure (part of the telecommunications pathways and spaces in the building structure), and is independent of equipment or cable. Always provide Telecommunications Bonding Backbone when using non-shielded backbone copper cable.

4. EXECUTION

4.1. WORKMANSHIP

Components of the SCS system shall be installed in a neat, workmanlike manner. Wiring color codes shall be strictly observed and terminations shall be uniform throughout the system. Identification markings and systems shall be uniform. TIA/EIA 568-A wiring codes as shown on the drawings shall standardize all SCS wiring.

4.2. GENERAL DESCRIPTION

The wiring system components of Edgewood ISD will comply with all product specifications contained in Section two and will consist of the following:

4.3. SUBSYSTEMS

The structured cabling system shall consist of any or all of the following subsystems:

- Work Area Subsystem
- Horizontal Subsystem
- Administration Subsystem
- Backbone Subsystem
- Equipment Subsystem
- Campus Subsystem

4.4. SUPPORTED SYSTEMS

The structured cabling system shall support analog and digital voice applications, data, local area networks (LAN), video and low voltage devices for building controls and management on a common cabling platform. The systems that shall be supported include, but are not limited to: Data Processing - IBM (3270 Type A, System 36/38 and AS/400),

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NCR, Hewlett Packard, Honeywell, Prime, Ericsson, Olivetti, Wang, UNISYS, DEC, Gandalf; Data Communications -EIA-232-D, RS-422, RS-423, Ethernet, StarLAN, Token Ring, Fiber Distributed Data Interface (FDDI), Twisted Pair-Distributed Data Interface (TPDDI), 155 MB ATM; Voice Applications - AT&T, Matra Communications, Rolm, Northern Telecom, Mitel, NEC, ICL, ISDN; Video - Analog Video, Digital Video, Video Conferencing; Building Services -Heating Ventilation and Air-Conditioning, Low Voltage Devices (Equipment Sensors, etc.) Wall Clocks, Security, Energy Monitoring and Control, Lighting, Fire Life Safety, Fire Sensors, Smoke Detection, Motion Detection, Public Address, Modular Wall Systems, Paging Systems.

4.5. WORK AREA SUBSYSTEM

The connection between the information outlet and the station equipment in the work area is provided by the Work Area Subsystem. It consists of cords, adapters, and other transmission electronics.

- A. Contractor shall supply the patch cords that connect terminal devices to information outlets.
- B. Contractor shall supply the necessary transmission electronics equipment in order to complete the system successfully.

4.6. HORIZONTAL SUBSYSTEM

The Horizontal Subsystem provides connections from the horizontal cross connect to the information outlets (IOs) in the work areas. It consists of the horizontal transmission media, the associated connecting hardware terminating this media and IOs in the work area. Each floor of a building is served by its own Horizontal Subsystem.

A. Horizontal Cabling

- 1. Contractor shall supply horizontal cables to connect each information outlet to the backbone subsystem on the same floor.
- 2. Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used for each work location shall be 4-pair unshielded twisted pair (UTP)
- 3. The 4-pair UTP cables shall be run using a star topology format from the administration subsystem (IDF) on each floor to every individual information outlet. All cable routes to be approved by the District prior to installation of the cabling.
- 4. The length of each individual run of horizontal cable from the administration subsystem (IDF) on each floor to the information outlet shall not exceed 295ft (90 m).

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5. Contractor shall observe the bending radius and pulling strength requirements of the 4-pair UTP cable during handling and installation.
6. Each run of cable between the termination block and the information outlet shall be continuous without any joints or splices.
7. In suspended ceiling and raised floor areas where walker duct, cable trays or conduit are not available, the Contractor shall bundle station wiring with plastic cable ties at appropriate distances. The cable bundling shall be supported via "J" hooks attached to the existing building structure and framework. Plenum cable will be used in all appropriate areas.
8. If the interior of walls are not obstructed, the Contractor shall conceal horizontal distribution wiring internally within the walls. If such obstructions exist, Contractor shall secure approval by the District prior to the use of an alternate method.
9. Every effort will be made to schedule the requirements under this Contract in such a manner so as to complete all above ceiling work prior to ceiling tile installation. In the event Contractor is required to remove ceiling tiles, such Work shall not break or disturb grid and must be coordinated with the General Contractor.
10. The 4 pair UTP cable shall be Underwriter's Laboratories (UL) listed type MPR, MPP, CMR, or CMP as stated later in this section.
11. Contractor shall provide the District with detailed cable run diagrams for cable runs within raised floors detailing exact locations of cable for review and approval by the District after coordination with other contractors, architect and general contractor.
12. Conduit runs installed by the contractor should not exceed 100 feet or contain more than two 90 degree bends without utilizing appropriately sized pull boxes.
13. Station cables and tie cables installed within ceiling spaces shall be routed through these spaces at right angles to electrical power circuits.
14. Each work location will have a minimum of one run of Avaya 2071 Gigaspeed Horizontal cable, placed in home run fashion from the location to the nearest intermediate telecommunications closet. There shall be no intermediate splices or cross connects in these cables. In locations where Voice and Data Cables are terminated, Cable 1 (cable going to jack position 1 in the faceplate) will be white and designated as the "voice" cable, cables 2 (and above) shall be blue, and be designated "data" cables.
15. Only plenum cable will be used.

B. Work location information outlets

1. There shall be single gang boxes located in each work location.

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2. Individual work area

Each work area outlet shall have a two or four jack faceplate over a single gang box, terminating one to four of the Category 3 voice and/or Gigaspeed cables from the IDF. These cables shall terminate in Category 3 and Gigaspeed jacks, numbered ``1'' through ``4''. Color of the faceplate and jack ``1'' shall be ivory, jacks ``2'' and ``3'' shall be orange for data, and jack ``4'' shall be a blank ivory insert .

4.7. ADMINISTRATION SUBSYSTEM

The Administration Subsystem links all of the subsystems together. It consists of labeling hardware for providing circuit identification and patch cords or jumper wire used for creating circuit connections at the cross connects. The administration subsystem shall consist of wiring blocks for termination of copper cables or lightguide interconnection units (LIU) for the termination of optical fibers. All wallfield layouts to be approved by the District prior to installation.

- A. Separate termination fields shall be created for voice, data and building service applications.
- B. Termination blocks that require rotation after connection of horizontal/vertical wiring will not be allowed.
- C. Contractor shall supply cross-connect wire, patch cords and fiber patch cords for cross-connection and inter-connection of termination blocks and lightguide interconnection units.

The type of jumper cables shall depend on EIA/TIA Category 3, Gigaspeed applications, or fiber application and the termination block used, i.e. a punch panel, a patch panel termination block or an LIU.

E. Intermediate Distribution Frames

There will be multiple intermediate distribution closets (IDF) making up this subsystem. The administration subsystem shall consist of a modular patch panel for all Gigabit data cables, a 110 termination frame for the Category 3 ``voice'' cables, and a LIU for all optical fiber cables termination.

F. Gigabit Data Crossconnects

The data cross-connects shall consist of a 19~~2~~ rack mounted (rack to be furnished as part of this solicitation) Gigabit modular patch panel. The data cross connects will be co-located on the rack with the LAN Switches. Horizontal and

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Vertical wire management must be provided by the selected vendor for each equipment rack.

Modular Cords (Data Cross connect) - Gigaspeed Modular Cords required to connect LAN Switch Ports to modular jacks on Gigaspeed Patch Panel shall be furnished as part of this Request for Proposal.

G. Category 3 Voice Cross Connects

The Category 3 horizontal voice cables shall terminate on a 100 pr wall-mounted 110 frame. The voice riser cable shall terminate on an adjacent wall mounted 110 frame.

Cross connect wire - All voice cross connects shall be made with cross connect wire.

H. Optical fiber cross connects

The six fiber cables coming from the main telecommunications closet (backbone subsystem) shall terminate in a Avaya Technologies 600B twelve fiber termination facility, equipped with all necessary panels, clamps, covers, and couplings. The facility should be rack mounted, and have a wire management trough mounted underneath.

Patch Cords - Optical fiber patch cords required to connect the fiber cable terminated in the termination facility with the LAN Switch shall be furnished as part of this solicitation.

4.8. BACKBONE SUBSYSTEM

- A. The main cable route within a building is called the Riser Backbone Subsystem. It links the main distribution frame (MDF) in the equipment room to intermediate distribution frames (IDFs) and horizontal cross connects in the IDFs. It consists of the backbone transmission media between these locations and the associated connecting hardware terminating this media. It is normally installed in a star topology, with first-level backbone cables beginning at the main cross connect. If needed, second-level backbone cables begin at intermediate cross connects.
- B. The backbone subsystem shall include vertical runs (riser) of in-building cable between floors of a multi-story building. All cable routes to be approved by Edgewood ISD prior to installation.
- C. All fibers will be run in innerduct and terminated in the IDFs with SC type connectors in rack mounted Lightguide Distribution Shelves equipped with sufficient panels, couplers and jumper storage shelves to terminate and secure all fibers.

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- D. Adequate riser sleeve/slot space is available and/or re-enterable in all IDFs such that no drilling of additional sleeves is necessary.
- E. Contractor shall run the riser cables (if required) in a star topology, terminated in the equipment room at one end and in the administration subsystem at the other end.
- F. Riser and tie cables shall be extended between IDFs utilizing the interfloor conduit sleeves.
- G. Riser cable shall support voice and data applications. Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.
- H. Fiber backbone

The backbone subsystem shall consist of multiple (24 strand) fiber optic cables connecting the main distribution frame (MDF) to intermediate distribution frames (IDFs). Backbone fiber optic cables must be terminated in the MDF and IDF as specified in this document.

The fiber cable shall be Avaya Technologies Accumax LGBC plenum rated, multimode cable.

I. Copper Backbone (voice)

The voice backbone will consist of a minimum 25 Pair Plenum cable run from the MDF, terminating at each IDF. The voice backbone must be able to support existing locations plus 50% growth.

4.9. EQUIPMENT ROOM SUBSYSTEM

The Equipment Subsystem consists of shared (common) electronic communications equipment in the MDF or IDF and the transmission media required to terminate this equipment on distribution hardware.

- A. Contractor shall connect the trunk cross-connect and the distribution cross-connect to the common equipment such as PABX or host computer in the equipment room.
- B. Contractor shall supply lightning protectors and wires used to ground the equipment.
- C. Campus Fiber cross connect (data)

The fiber cables coming from the IDF shall terminate in two or more 12 fiber 600A termination facilities, equipped with

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all necessary panels, clamps and couplings. The facility should be rack mounted. A fiber jumper trough shall be mounted beneath each 600A panel.

Patch Cords - Optical fiber patch cords required to connect the fiber cable terminated in the termination facility with the LAN Switch equipment shall be furnished as part of this solicitation.

D. *EXAMPLE: Copper cross connect (voice)*

The voice riser cable shall terminate on a 300 pr. rack mounted 110 patch panel system. Another 300 pr 110 patch panel system shall be mounted next to the riser field for PBX cable termination. Cross connects will be run by the voice PBX vendor.

4.10. INSTALLATION

All installation shall be done in conformance with EIA/TIA 568-A standards and AVAYA TECHNOLOGIES's Gigaspeed installation guidelines. The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Contractor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation. This shall also apply to any and all damages sustained to the cables by the Contractor during the implementation.

A. Bonding and Grounding

The Contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. The Contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework. All grounds shall consist of #6 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Grounding must be in accordance with the NEC, NFPA and all local codes and practices.

B. Power Separation

The Contractor shall not place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus.

C. Miscellaneous Equipment

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The Contractor shall provide any necessary screws, anchors, clamps, tie wraps, distribution rings, wire molding (MC/MDF & TC/IDF locations), miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the System.

D. Special Equipment and Tools

It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete the System. This may include, but is not limited to, tools for terminating cables, testing and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable wenchers.

E. Labeling

The Contractor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to Edgewood ISD specifications ie., 2N-001-V, 2N-001-D1, 2N-001-D2 at the time of delivery. No labels are to be written by hand.

F. Cable Storage

The Contractor shall not roll or store cable reels without an appropriate underlay and the prior approval of Edgewood ISD.

G. Cable Records

The Contractor shall maintain conductor polarity (tip and ring) identification at the main equipment room (switch room), risers, and station connecting blocks in accordance with industry practices, but only in locations authorized by Edgewood ISD.

4.11. ENGINEERING

A. Planning meetings and schedule

An initial planning meeting will be held with the successful bidder(s) to clarify all requirements (systems, services, distribution methods, etc.), identify responsibilities, and schedule the events that will transpire during the implementation of this project. Within two (2) weeks of the initial meeting, the contractor shall provide a written report and project schedule to clearly document events and responsibilities associated with the project.

B. Drawings and review

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In order to address any additions to the project scope, Edgewood ISD reserves the right to task the Contractor with additional engineering requirements, two (2) weeks prior to the commencement of any engineering design activities for additional work beyond the original project scope. This will allow for a one (1) week review of the addition by the Contractor, and allow one (1) week for Edgewood ISD to answer any queries pertaining to the Contractor's review. In the accomplishment of such tasking the Contractor shall be obligated to perform an on-site survey with Edgewood ISD, for verification of cable access routes and other matters. The Contractor shall provide separate detailed installation diagrams for network hardware, telecommunications hardware, and structured cabling applicable to any additional tasking described above.

C. Proposed solution

Upon submission of a proposal, the Contractor shall provide separate detailed installation diagrams for proposed network hardware, telecommunications hardware, and structured cabling, as applicable to the project scope at each site. Following contract award, review of the entire design package will be accomplished to ensure final concurrence by Edgewood ISD prior to implementation. If no revisions are required, design documentation shall be formally accepted in writing by Edgewood ISD. Any revisions shall be completed by the contractor within a two-(2) week time period and resubmitted for concurrence by the District.

D. Drawings and diagrams

Upon District final concurrence of the entire engineering package, Contractor shall provide to Edgewood ISD for its records the following products regarding structured cabling:

1. MC/MDF and TC/IDF Diagrams - Includes:
 - a. cable routing
 - b. position of all components and apparatus
 - c. detailed layout of the wallfield
 - d. labeling plan.
2. Work Area Floor Plans - Includes:
 - a. detailed cable routes
 - b. approved labeling plan for all work areas.
3. Cross Connect Documentation - Includes:
 - cross connect records for all voice, and data devices.
 - single intelligible report which provides data cross referencing station ports to IDF patch panel ports to LAN equipment ports to router ports for data and station ports to IDF 110 block pins to PBX ports for voice.

4. Riser Distribution Plan
5. Cable Tray, Conduit, and Raceway Plans
6. Campus Distribution Plan (if applicable)
7. Building Control Plans (if applicable)
8. Documentation should be in the following format:
 - a. four (4) copies and one reproducible sepia of all diagrams and drawings, "D" size (24" x 36") or "E" size (30" x 42") as appropriate,
 - b. two (2) copies of all cross connect documentation in printed form

E. As Built Documentation

Upon completion of the project, Contractor is to prepare "As Built" documentation showing actual site conditions and installation as constructed, and provide copies of such documentation as per paragraph 5.5.

F. Engineering Change Requests

Any necessary change to the original design, due to improvements in technology or additional customer requirements, must be properly approved via the process detailed below:

The change must be identified to the District and Contractor in the weekly implementation status meeting for discussion.

Following agreement to proceed with the change, the Contractor will amend all applicable design diagrams, prepare an addendum to the Scope of Work, complete all applicable Engineering Change Request documentation and present the change package to the District for approval.

The District will approve or deny the change request package within two weeks.

All change request documentation will be provided to the District as described in Section 4.11, "Note", following project completion.

G. Additional Records

In addition to the engineering diagrams, the following items shall be provided by the contractor:
Cable Records and Assignments

NOTE: Upon delivery of As Built documentation, Cable Records, Engineering Change Request documentation and Test Reports, all such information becomes the property of Edgewood ISD. The District retains sole ownership and all rights regarding the distribution of such information.

4.12. DAMAGES

The Contractor will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors; including but not limited to:

- A. Damage to any portion of the building caused by the movement of tools, materials or equipment.
- B. Damage to any component of the construction of spaces "turned over" to the Contractor.
- C. Damage to the electrical distribution system and/or other space "turned over" to the Contractor.
- D. Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of Contractor.
- E. Other damage to the materials, tools and/or equipment of Edgewood ISD, its consultants, General Contractor, subcontractors, Architect, other contractors, agents and lessees.

4.13. PENETRATIONS OF WALLS FLOORS AND CEILINGS

- A. The Contractor shall make no penetration of floors, walls or ceiling without the prior consent of the District Director of Physical Plant Services.
- B. Where penetrations through acoustical walls or other walls for cableways have been provided for the Contractor and such penetrations shall be sealed by the Contractor in compliance with applicable code requirements and as directed by Edgewood ISD.
- C. Where penetrations through fire-rated walls for cableways have been provided for the Contractor, such penetrations shall be sealed by the Contractor as required by code and as directed by Edgewood ISD. Contractor shall, prior to the commencement of on-site activities, submit to Edgewood ISD for review, details of any special systems to be used.

4.14. PROJECT DIRECTION

- A. Contractor Single Point of Contact

Contractor will provide a single point of contact, i.e., Project Manager, to speak for the Contractor and to provide the following functions:

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1. Initiate and coordinate tasks with Edgewood ISD and others as specified by Edgewood ISD.
2. Provide day-to-day direction and on-site supervision of Contractor personnel:
3. Ensure conformance with all Contract provisions.

Conduct Quality Assurance inspections periodically and at project completion to ensure Contractor compliance with contract and industry standards.

Complete Final Quality Assurance Report upon project completion and provide to the District.

Conduct Project Management Review (PMR) at each weekly implementation status meeting.

Prepare all PMR documentation to include agendas, minutes, spreadsheets, Gant charts, etc.

B. District Single Point of Contact

Edgewood ISD has designated points of contact to speak for the District and provide the following functions:

Approve necessary changes to project scope and/or design.

Coordinate work crew access to affected facilities during the project.

Address and approve any changes to the original project schedule.

Receive all project documentation upon project completion.

Each information systems functional area will have its own District Point of Contact as follows:

Mr. Gary Morris will serve as the District Point of Contact for voice telecommunications issues.

Mr. Joel Siskovic will serve as the District Point of Contact for data and video communications issues.

Mr. Robin Cook will serve as Technical District Point of Contact for voice, data, and video issues.

4.15. TESTING/WARRANTY

A. Copper Cable testing

Testing of all copper wiring shall be performed prior to system cutover. 100 percent of the horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Voice and data horizontal wiring pairs shall

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be tested from the information outlet to the TC. The Category 3 cable runs shall be tested for conformance to the specifications of EIA/TIA 568-A Category 3. The Gigaspeed cable runs shall be tested for conformance to the specifications of EIA/TIA 568-A. Testing shall be done with a TIA/EIA TSB-67 UL Certified Level 2 test set. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end crosstalk. Any pairs not meeting the requirements of the standard shall be brought into compliance by the contractor, at no charge to the District. Complete, end to end test results must be submitted to Edgewood ISD.

B. Optical Fiber Cable Testing

All fiber testing shall be performed on all fibers in the completed end to end system. There shall be no splices unless clearly defined in Section 3 of this RFP. Testing shall consist of a bi-directional end to end OTDR trace performed per EIA/TIA 455-61 or a bi-directional end to end power meter test performed per EIA/TIA 455-53A. The system loss measurements shall be provided at 850 and 1310 nanometers for multimode fibers and 1310 and 1550 for single mode fibers.

1. Preinstallation cable testing
The Contractor shall test all lightguide cable prior to the installation of the cable. The Contractor shall assume all liability for the replacement of the cable should it be found defective at a later date.
2. Loss Budget
Fiber links shall have a maximum loss of:
 - a. $(\text{allowable cable loss per km})(\text{km of fiber in link}) + (.4\text{dB})(\text{number of connectors}) = \text{maximum allowable loss}$
 - (i) *a mated connector to connector interface is defined as a single connector for the purpose of this RFP*
 - (ii) *loss numbers for the installed link shall be calculated by taking the sum of the bi-directional measurements and dividing that sum by two.*
3. Any link not meeting the requirements of the standard shall be brought into compliance by the contractor, at no charge to the District.
4. Documentation shall be provided in both hard copy and 3 1/2 inch diskette to the point of contact.

C. Manufacturer Warranty

Contractor shall provide a twenty (20) year AVAYA TECHNOLOGIES Systimax® SCS Extended Product Warranty

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and System Assurance Warranty for this cabling system.

D. Additional Warranty

Contractor shall state any additional Contractor supplied warranty.

4.16. COMPLETION OF WORK

At the completion of the System, the Contractor shall restore to its former condition, all aspects of the project site and on a daily basis, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services provided under this Contract. All clean up, restoration, and removal noted above will be by the Contractor and at no cost to the District. If the Contractor fails in its duties under this paragraph, Edgewood ISD may upon notice to the Contractor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. The District will provide necessary dumpster(s) for use by the Contractor. It shall be the Contractor's responsibility to remove trash from the areas it is working in and bring trash and debris to the dumpster.

Following successful completion of all tasking involved in this project, activities listed below will be accomplished and documented prior to Final System Acceptance by the District:

Hard and soft copies of all project documentation will be delivered to the District as described in Section 4.11 of this document.

Quality Assurance Reports, including reconciliation of Final Punch List, will be delivered to the District. A System Acceptance Certificate, endorsed by the Contractor's Project Manager, will be delivered to the District for endorsement.

Note: Upon successful Contractor completion of all requirements contained in this document, the District will endorse an official System Acceptance Certificate within two weeks of receipt.

5. EISD Specified Program Management Requirements

5.1. Program Management

A. The Contractor will provide an acceptable Project Management report to the Edgewood Configuration

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Management and Control Board with updated Gantt charts, timelines, resources, and materiel components/inventories to include slippages, programmed delays, manpower issues, installation deficiencies, and other items pertinent to the project that may be determined to be required by the Edgewood Configuration Management & Control Board (ECM&CB).

- B. The Contractor will meet with the ECM& CB and brief Work In-Progress, Slippages, Problem Areas, General Concerns, Quality Assurance Deficiencies, and Other Issues pertaining to the project on a weekly basis.
- C. The Contractor will provide soft and hard copies of all drawings of the work to be accomplished to the ECM&CB. Additionally, the Contractor will make available drawings to sub-contractors that are signed by ECM&CB representatives. One copy of a drawing will be posted in a central location at each facility to ensure that the campus and administrative occupants can see where work will be done. This drawing may be posted in the MDF at each location.
- D. The ECM&CB will provide the Contractor desk and workspace when needed.

5.2. Quality Assurance

- A. Acceptable Contractors for the installation of the equipment within proposed code and specifications must have personnel with the experience, training, and skill to install a complete and working system. The Contractor must provide references of similar projects.
- B. The Contractor personnel proposed to install any equipment proposed under the specification must have demonstrable experience and training and certification on the specific materials and equipment to be provided. The Lead Technician must be fully certified to ensure team quality work and assure that all codes, standards, and specifications are followed.
- C. During the installation of the systems specified, Edgewood ISD and/or their Technical Representatives will conduct periodic inspections to verify cable and equipment installation is proceeding according the letter and intent of this specification. The Contractor will provide and designate a Quality Assurance Inspector, in writing by letter, who will conduct periodic inspections to verify cable and equipment installation is correct and that all codes, standards, and specifications are followed according the letter of intent of this specification. The

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Contractor's QA Inspector will conduct inspections and document findings. The Contractor's QA Inspector will also accompany the Edgewood ISD Technical Representatives and/or Quality Assurance/Quality Control Inspectors on their periodic inspections and report deficiencies to the Contractor and the Edgewood Configuration Management & Control Board.

- D. The Contractor will describe deficiencies; document the deficiencies, the fixed, and the dates the fixes will be completed. The Contractor will formally submit this list to the ECM&CB with a plan to correct each item. The list will be copied and provided to the Edgewood Configuration Management & Control Board and QA/QC Inspector.
- E. All deficiencies will be cleared by the Edgewood Configuration Management & Control Board before acceptance of the project.

5.3. Test Plan

- A. The Contractor will prepare an acceptable Test Plan for use by Edgewood ISD to evaluate the installation and equipment installed supporting the system to ensure that all work requested and proposed has been accomplished and is working in accordance with the Scope of Work or Statement of Work, and all codes, standards, and specifications. The Contractor will include test equipment, methods, and criteria in the Test plan which will be in compliance with performance specifications determined by the manufacturer and recognized standards committees. The Test Plan will spell out all aspects of the Testing And Acceptance Procedures and will be presented to the ECM&CB for review, changes, additions, and approval.
- B. The test team will prepare a list of deficiencies. The Contractor will formally submit this list to the ECM&CB with a plan to correct each item. This list will be signed by all parties and must be cleared by the ECM&CB before acceptance of the project.

5.4. Testing and Acceptance

- A. The Contractor will provide all tools and test equipment for testing. Test equipment will be maintained in an accurate calibration and will display the dates of the last calibration and next scheduled calibration, when required.
- B. Interim testing of the cabling system and after installation is encouraged to ensure that the testing

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and acceptance criteria specified in the test plan are met.

- C. Test results shall be documented and delivered to the ECM&CB upon completion of the testing. Results shall be organized by Campus or Administration Complex and shall be bound in a loose-leaf binder. Test results shall describe the item tested, measured performance, and any remedy that may have been necessary to correct a fail test. All test results shall include graphics when applicable, the date and time of testing, the name of technicians performing the actual tests, and name and signature of the reviewing project manager. Two hard copies and one soft copy will be required from the Contractor. One hard copy shall remain on site for immediate access by inspectors of EISD Representatives.
- D. The ECM&CB and the EISD Systems Engineer of Quality Assurance/Quality Control Inspectors reserve the right to observe or confirm by any means any or all of the testing being performed without notice.
- E. Upon installation of all elements of the complete and working cable systems, the Contractor shall verify that all required activities, punch lists, QA deficiencies, and reported problems by Campus or Administrative personnel have been performed in a final joint walk-through with the EISD Representatives prior to System Acceptance.
- F. The Contractor will provide completed hard and soft copies of drawings of all work accomplished during the installation.
- G. A formal Acceptance Document will be prepared and signed by EISD Representatives and acceptance shall only occur upon the written notification to the Contractor from Edgewood ISD.

5.5. Edgewood Configuration Management & Control Board

- A. The Edgewood Configuration Management & Control Board will provide guidance and oversight to the Contractor on any areas that require clarity. All reports and deliverables will be submitted to this body for review and acceptance. No changes to the plan will be made without the review and approval by the ECM&CB.
- B. Engineering Change Requests/Engineering Change Proposal will be made by the Contractor or on occasion Edgewood Representatives for review and approval by the ECM&CB. No changes to the plan will be made by any party unless formally approved by this body.

- C. The ECM&CB will observe, inspect, and review all work performed by the Contractor and Sub Contractors for Quality Assurance. The Contractor will formally respond to all findings and present them to the ECM&CB at the appropriate periodic meetings.
- D. The ECM&CB will meet normally once a week to ensure that the Contractor and others may address the conduct of the work and the plan.
- E. The ECM&CB will coordinate on the Test Plan and participate in all tests, as required, for the acceptance process.

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SECTION C

CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a fixed price, schedule contract under which the District shall order all of the items awarded in a single order. Quantities shown in Section A are the District's firm requirements for the contract, unless an option to purchase additional quantities is solicited and offered.

2. INVOICES & PAYMENTS

- a. The Contractor shall submit invoices on each order after each delivery. Invoices covering more than one purchase order will not be accepted.
- b. Invoices shall be itemized and transportation charges, if allowed by the contract, shall be listed separately.
- c. Invoices shall reflect the Contract Number and the Purchase Order Number.
- d. Taxes must be shown separately on the invoices and excluded from amount due. Do not include federal or state taxes. The District shall furnish tax exemption certificate if requested.
- e. Discounts will be taken from the date of receipt of goods or receipt of invoice, whichever is later. As pertains to this contract, date of payment will be considered the date payment is mailed. If no discount is offered or accepted, payment terms will be net 30 days.
- f. The District's obligation is payable only and solely from funds available for the purpose of this purchase. The District will not place an order from this contract unless funds are available.
- g. A copy of the bill of lading and the freight waybill when applicable, shall be attached to the invoice.
- h. Payment shall not be due until the above instruments are submitted after delivery and acceptance.
- i. Mail invoice to Accounts Payable Department, Edgewood Independent School District, 5358 W. Commerce Street, San Antonio, Texas 78237.
- j. Suppliers should keep the Accounts Payable Department advised of any changes in their remittance addresses.
- k. If the contractor is unable to deliver in the manner specified in the contract, the District reserves the right to purchase the same or like goods

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on the open market and charge the difference to the contractor.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor or his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

4. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

5. GRATUITIES

The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Edgewood Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. TERMINATION FOR CAUSE

The District shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

7. TERMINATION WITHOUT CAUSE

The performance under this order may be terminated in whole or in part by the District in accordance with this provision. Termination hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Clause 6, herein.

8. FORCE MAJEURE if, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

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affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the District reserves the right to cancel this contract without any further liability.

9. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

10. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

11. MODIFICATIONS

This contract can be modified only by a written agreement signed by both of the parties or their duly authorized agents.

12. INTERPRETATION-PAROL EVIDENCE

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

13. APPLICABLE LAW

This contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

14. ADVERTISING

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Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

15. VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

16. CONTRACTOR TO PACKAGE GOODS

Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignees name, address and purchase order; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

17. SHIPMENT UNDER RESERVATION PROHIBITED

Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

18. TITLE & RISK OF LOSS

The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery.

19. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in bid. The District cannot and will not accept tail-gate deliveries, unless specified otherwise in the contract or on the order document. All deliveries, unless specified otherwise in the contract or order document, will be made to:

Receiving Department
4131 Eldridge Street
San Antonio, TX 78237
Telephone: (210) 435-0557

between the hours of 8:30 am to 3:00 pm, Monday through Friday, except on school holidays. If a delivery is to be made to a location other than the Receiving Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. Contractor is required to call the Department specified on Purchase Order, twenty-four (24) hours prior to delivery.

20. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the District of his intention to cure and may then make a conforming tender within the contract time but not afterward.

21. PLACE OF DELIVERY

BIDDER'S (COMPANY) NAME _____

The place of delivery shall be that set forth in the solicitation. Any change thereto shall be affected by modification as provided for in Clause 12, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

22. SPECIAL TOOLS & TEST EQUIPMENT

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.

23. WARRANTY-PRICE

- a. The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

24. WARRANTY-PRODUCT

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

25. SAFETY WARRANTY

Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for my name is this specification should contain any asbestos material, the contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

26. NO WARRANTY BY THE DISTRICT AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the

like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).

27. RIGHT OF INSPECTION

The District shall have the right to inspect the goods at delivery before accepting them.

28. AVAILABILITY OF FUNDS:

The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated, or the scope amended. A 30-day written notice will be given to the vendor, and there shall be no penalty nor removal charges incurred by the District.

29. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

Edgewood I.S.D. requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

30. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain for further participation.

31. COPYRIGHTS AND PATENTS

In the event the contractor develops materials or products resulting in a copyright or patent while in the performance of this contract, the rights from those materials will accrue to the District.

32. RETENTION OF AND ACCESS TO RECORDS

The contractor shall retain any books, documents, papers, and records which are directly pertinent to the contract. The contractor shall make the said materials available for audit, examination, excerpt, and transcription to the district, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following termination of the contract.

33. COMPLIANCE WITH CLEAN WATER ACT

The contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air act (42 U.S.C.1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. The contractor will comply with State of Texas and local regulations if more stringent than the referenced federal regulations.

34. INSURANCE REQUIREMENTS

Category

Limits

Commercial General Liability	
General aggregate	\$1,000,000
Products/completed operations aggregate	\$1,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000
Fire damage	\$50,000
Medical expense	\$5,000

Comprehensive Automobile Liability Insurance	
Bodily injury (per person)	\$500,000
Bodily injury (per accident)	\$500,000

Owner's and Contractor's Protective Liability Insurance	
Bodily injury	\$500,000
Property damage	\$500,000

Umbrella Liability Insurance written on an occurrence basis, with minimum limits in the amount of:

<u>Contract Sum</u> (Per occurrence/aggregate)	<u>Minimum Limit Required</u>
Up to \$2,499,999	\$1,000,000
\$2,500,000 to \$4,999,999	\$2,000,000
\$5,000,000 to \$7,499,999	\$3,000,000
\$7,500,000 and over	\$4,000,000

35. WORKERS COMPENSATION COVERAGE

Employer's Liability	
Each accident	\$500,000
Disease - Policy limit	\$500,000
Disease - each employee	\$500,000

28 TAC 110.110 (c) (7), adopted to implement Texas Labor Code 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivery equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to

being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knows or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,

7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

GENERAL CODE OF ETHICS

Individuals volunteering for or employed by the Edgewood Independent School District and individuals or companies who are independent contractors doing work for the District must accept the responsibility to do what is best for fulfilling the interests of those they serve, namely, the School District and its students and staff, residents and taxpayers. All such individuals, including members of the Board of Trustees, other volunteers, District employees, contractors and all other individuals directly associated with the District, must maintain high standards of conduct in order to efficiently and effectively discharge their responsibilities to the District. In this regard, the Board of Trustees has adopted this General Code of Ethics to supplement applicable city, state and federal law and/or regulations and Board Policy and/or procedures.

This General Code of Ethics shall apply to all individuals associated directly with the Edgewood Independent School District, whether the persons be members of the Board of Trustees, other volunteers, committee members, employees, independent contractors or anyone else providing service to the District. By voluntarily serving the District or being employed or working for the District in any legal capacity, all individuals and companies shall thereby assume an obligation of self-discipline, not less than that required by law, this Code, Board policies and/or District regulations.

The Standards of Conduct set forth in this General Code of Ethics provide and formalize basic standards and protocols in both internal and external matters of the Edgewood Independent School District. All individuals and companies covered by this General Code of Ethics shall recognize the following:

- That they assume responsibility for adhering to the Standards of Conduct hereinafter expressed, as well as applicable city, state and federal laws and/or regulations, applicable Board policies and/or procedures, and all professional standards for the related fields of conduct applicable to the services being performed.
- That the Standards of Conduct hereinafter written cannot provide guidance for every possible activity and that, therefore, individuals shall be expected to use good judgment, exercised in good faith, in all endeavors with the District.
- That action or omission that violates the Standards of Conduct hereinafter written shall be subject to disciplinary action, including but not limited to sanctions, termination of employment and/or termination of contracts.

The Standards of Conduct found on the bottom and reverse side (page 2) of this General Code of Ethics shall immediately apply to all individuals and companies who have a direct association with the Edgewood Independent School District and its officers and/or employees.

Standards of Conduct:

Individuals and companies shall uphold the mission of the Edgewood Independent School District by adhering to the following Standards of Conduct while performing their duties and responsibilities and meeting their obligations to the District:

- A. Ensure that all city, state and/or federal laws and/or regulations applicable to them are followed.
- B. Adhere to applicable EISD policies and/or procedures and the applicable standards for the related fields of professional conduct attributed to them.
- C. Avoid actions that, if carried out, would jeopardize the ability of others to comply with city, state and/or federal laws and/or regulations and/or EISD policies and/or procedures applicable to the other person.
- D. Effectively, efficiently, and economically transact EISD business, including, but not limited to, making good faith efforts to safeguard EISD assets from waste, abuse, theft, or other physical loss.
- E. Exhibit a desire to serve the public by being service-oriented and displaying a helpful, kind, patient, and tolerant demeanor.
- F. Practice fair and nondiscriminatory treatment toward others and especially to those who are being served.
- G. Follow EISD administrative Line and Staff reporting procedures and reveal all material facts known to them when reporting on the results of their work, which if not revealed, could either conceal unlawful or improper practices or results or prevent informed decisions from being made by the persons required to make recommendations and/or decisions.
- H. Exercise objectivity and diligence in their service and continually strive for improvement in their proficiency and in the effectiveness and quality of their service.
- I. Exercise honesty, integrity, and good judgment in all matters pertaining to the activities of EISD, its Board of Trustee and/or its individual members, EISD employees and/or volunteers. In this regard:
 - They shall not knowingly participate in acts or activities that: (i) are illegal, improper or, using a reasonable and prudent person test, have the appearance of impropriety; (ii) are discreditable to themselves or EISD; or (iii) are detrimental to the welfare of EISD;
 - They shall abide by the applicable code of conduct related to business transactions by avoiding or disclosing any activity that is or is generally acknowledged to be in conflict with the interests of EISD or that could prejudice their ability to carry out objectively their service to EISD;
 - They shall not solicit, offer, bestow, or promise to bestow anything of value for or on any EISD officer or employee for the purpose of influencing a recommendation, action, decision, determination or vote on any EISD matter and/or that, using a reasonable and prudent person test, has the appearance of influencing the same or creating any ethical and/or legal impropriety; and they shall immediately report to the Board of Trustees or, if appropriate, the Superintendent, any such solicitation, offer, bestowal or promised bestowal of the same;
 - They shall provide written notification to the Board of Trustees or, if appropriate, the Superintendent, of any transaction that involves: (i) anything of value, given to, given on behalf of, or given in honor of any person who is or who becomes a Board member within six (6) months of entering into a contract with EISD and through the conclusion of the contract services to the District; and/or (ii) any such thing of value given to, given on behalf of, or given in honor of any person who is related to the Board member by blood within the third degree or by marriage within the second degree, within six (6) months of entering into a

contract with EISD and through the conclusion of the contract services to the District.

- Within the last six (6) months through the conclusion of their services to the District, they shall provide written notification to the Board of Trustees of any gift, reward or stipend, or any other thing of value, given to or on behalf of or in honor of any member of the Board and/or to any person who is related to any member of the Board by blood (consanguinity) within the third degree, or by marriage (affinity) within the second degree.

SECTION D
REPRESENTATIONS AND CERTIFICATIONS

1. All offers shall be signed by a responsible officer of the company. Failure to sign the offer may be basis for rejecting the offer. By signing the SOLICITATION, OFFER, AND AWARD form, the submitter certifies the accuracy of the following statements.

2. Please check the following blanks which apply to your company:

<input type="checkbox"/> Ownership of firm (51% or more)	<input type="checkbox"/> Black
<input type="checkbox"/> Small Business (Less than 1,000,000.00	<input type="checkbox"/> Female
annual receipts or 100 employees.)	<input type="checkbox"/> Non-minority
<input type="checkbox"/> other minority (specify) _____	<input type="checkbox"/> Handicapped owned
<input type="checkbox"/> certified by the State of Texas as a Historically Underutilized	
Business (HUB).	

The Edgewood Independent School District does not currently maintain set-asides or give preference to HUB offers. The above information is solicited for the purpose of statistical tracking only.

3. The bidder, by checking the applicable box, represents that:

- a. It operates as () a corporation incorporated under the laws of the State of _____, () an individual, () a partnership, () a non-profit organization, or () a joint venture; or
- b. If the bidder is a foreign entity, it operates as () an individual, () a partnership, () a non-profit organization, () a joint venture, or () a corporation, registered for business in _____ (Country).

The State of Texas does not employ a resident preference, however, it does employ a reciprocity rule. Submitters whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.

4. By submitting this offer, the offeror;

- a. represents that to the best of its knowledge it is not indebted to the Edgewood Independent School District. Indebtedness to the District shall be basis for non-award and/or cancellation of any award;
- b. certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the State of Texas and the Edgewood Independent School District.
- c. acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.
- d. certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market.
- e. certifies that the owner operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec 44.034, Texas Education Code.
- f. certifies that no suspension or debarment is in place which would preclude receiving a federally funded contract.

BIDDER'S (COMPANY) NAME _____

SECTION E

NOTICES AND INSTRUCTIONS

NOTE: The Edgewood Independent School District defines a Request for Proposals as the vehicle for the solicitation of Competitive Sealed Proposals, and Competitive Sealed Proposals as the vehicle of response to Request for Proposals.

1. Offerors are required to complete the OFFER portion of the SOLICITATION, OFFER AND AWARD form of this Request for Proposals.
2. Sealed offers will be received by the Edgewood I.S.D. until the date and time specified on the SOLICITATION, OFFER, AND AWARD form. All offers must be sealed and received, prior to this time, at the Department of Purchasing, Edgewood Independent School District, 5358 West Commerce Street, First Floor, 34th and West Commerce Streets, San Antonio, Texas. Telegraphic or facsimile offers cannot be accepted since the sealed requirement cannot be satisfied with these means.
3. LABELING OF OFFERS:

The envelope containing the proposal must be addressed as follows:

PURCHASING AGENT
EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 WEST COMMERCE STREET
SAN ANTONIO, TEXAS 78237

DUE - January 21, 2004 at 9:00 a.m.
RFP NO. 04-010 E-RATE 7 - INTERNAL CONNECTIONS

4. The Purchasing Department may open unlabeled submittals to properly identify them. Submitters are therefore advised to correctly label their submittals in order to protect the integrity of their sealed proposals and to fully avail themselves of the sealed proposal process.
5. Offerors accepts all responsibility for forwarding the offer to the address above within the specified time or it will be unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.
6. TIME AND PLACE OF PROPOSAL RECEIPT:

Offers are not opened and read publicly. However, offers must be received in the Purchasing Department, in accordance with paragraph 2, above. It is the sole responsibility of the offeror to ensure his proposal is received in the Purchasing Department. No Excuses are acceptable, and the determination of the Purchasing agent is Final.
7. All offers shall be submitted in duplicate. The entire solicitation document must be returned along with offer. Related data, where applicable, shall be made part of the offer. All literature submitted becomes the property of the Edgewood Independent School District.
8. All amendments shall be acknowledged on the SOLICITATION, OFFER, AND AWARD form (Item No. 12); failure to do so may cause the offer to be rejected. No verbal or informal amendment to this solicitation shall be binding on the Edgewood I.S.D. Any changes to the solicitation will be made by amendment, delivered to all parties which the District shows as having received a copy of the solicitation. No change to the solicitation will be made except by formal written amendment signed by the Purchasing Agent or his designated representative.
9. The District reserves the right to accept or reject any or all offers, to waive all technicalities, and to accept the offer or offers that are determined to be the most favorable to the District.

BIDDER'S (COMPANY) NAME _____

10. Prices must exclude all Federal, State, and City taxes.
11. All offers will be F.O.B. Destination, Installed, San Antonio, Texas as specified in the solicitation.
12. The quantities stated herein are an estimate of the probable amount needed.
13. No asbestos in any form may be used in the manufacture or processing of any product purchased by the District. In any product called for my name is specification should contain any asbestos materials, the contractor must notify the purchasing agent immediately for the name if a suitable substitute asbestos-free product.
14. Samples, when requested MUST be clearly marked with the name of the vendor, name of the product, solicitation number and opening date, and item number. Samples must be delivered at no charge to the District, and become the property of the District, unless otherwise specified. The District reserves the right to destroy samples when it is considered necessary for the purpose of testing. Samples not mutilated or destroyed will be returned at the submitter's expense, if such return is requested, samples must be delivered within seven working days of the request or the offer may be determined non-responsive for that item.
15. This solicitation does not commit the Edgewood I.S.D. to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
16. Ongoing documentation by using department(s) regarding a company's past performance may be used in determining the offeror's responsibility for award purposes of this and future awards.
17. For further information concerning this Request for Proposal, contact Ms. Rose Mary Moreno, CPPB, Purchasing Department, telephone no. (210) 444-4589; fax no. (210) 444-4525; e-mail rmoreno@eisd.net
18. Any questions concerning results should be directed to the District Purchasing Department. The district does not reveal information about proposals, including the number received or from whom received, while negotiations are in process. This is to protect the negotiations positions of vendors and the district.
19. **Special Formatting Instructions:** The proposal must be formatted in such a way to match Block 5 of the Schools and Libraries Division (SLD) Form 471.

BIDDER'S (COMPANY) NAME _____

SECTION F

EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms of this solicitation. Material Exceptions to the terms, or failure to meet the District's minimum requirements, shall render the offer ineligible for consideration.
2. Any award made under this solicitation shall be made to the best overall proposal, determined as follows:

Technical Integrated Solutions Proposed	40%
References and Qualified Past Performance	35%
Price	25%

Exhibit C

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
REGULAR BOARD MEETING
JANUARY 26-27, 2004

THE EDGEWOOD BOARD OF TRUSTEES MET IN A REGULAR MEETING ON MONDAY, JANUARY 26, 2004 FOR THE PURPOSE OF GOING INTO CLOSED SESSION. AT THE CONCLUSION OF THE CLOSED SESSION, THE BOARD RECESSED AND RECONVENED IN OPEN SESSION ON TUESDAY, JANUARY 27, 2004. THE MEETINGS WERE HELD AT THE EDGEWOOD ACADEMY, RECITAL HALL LOCATED AT 607 S.W. 34TH STREET, SAN ANTONIO.

MONDAY, JANUARY 26, 2004

- A. CALL MEETING TO ORDER - 6:36 p.m.
BY BOARD VICE PRESIDENT, Johnny Perez
- B. ROLL CALL BY BOARD SECRETARY, Mary Lou Mendoza
MEMBERS PRESENT: Jesse Alcalá, Board Trustee
George Garnica, Board Trustee
Estefana Martinez, Board Trustee
Marisol F. Martinez, Board Trustee
Mary Lou Mendoza, Board Secretary
Ramiro Nava, Board President arrived at 6:39
Johnny Perez, Board Vice President
MEMBERS ABSENT: None
ALSO PRESENT: Mr. Richard Bocanegra, Superintendent of Schools;
Donald J. Walheim, Legal Counsel
- C. PRESENTATION: Proposed application for Instructional Facilities Allotment and related issues. Mr. Raul Villasenor expressed his concern that the legislation would be meeting in April and that major changes in the IFA (Instructional Facilities Allotment) applications would affect all school districts. He suggested that the District should sale bonds before the legislation implemented the new changes that would take affect in July of 2004.
- D. MOTION TO GO INTO CLOSED SESSION UNDER TEXAS GOVERNMENT CODE, CHAPTER 551
A. SECTION 551.071 - CONSULTATION WITH ATTORNEY
1. Consultation with attorneys regarding pending litigation relating to state funding for public education.
2. Proposed adoption of Policy EF (Local) regarding student surveys and other controversial material. (Second Reading)
3. Trustee election issues
4. Proposed election to obtain IFA Funds.
5. Process for creating new position: Executive Director for Federal State Programs
B. SECTION 551.074 - PERSONNEL MATTERS
1. Superintendent's recommendation for new hires/reassignments in order to fill the following positions:
a. Secondary Principal position
b. Test Administrator
c. G/T Specialist

Motion to go into Closed Session was made by Johnny Perez and seconded by Mary Lou Mendoza. All voted in favor of the motion. The motion carried. The Board went into Closed Session at 7:04 p.m. and adjourned at 9:07 p.m.

TUESDAY, JANUARY 27, 2004

- A. CALL MEETING TO ORDER - 7:29 P.M.
BY BOARD PRESIDENT, Ramiro Nava
- B. ROLL CALL BY BOARD SECRETARY, Mary Lou Mendoza
MEMBERS PRESENT: Jesse Alcalá, Board Trustee
George Garnica, Board Trustee
Estefana Martinez, Board Trustee
Marisol F. Martinez, Board Trustee
Mary Lou Mendoza, Board Secretary
Ramiro Nava, Board President
Johnny Perez, Board Vice President
ALSO PRESENT: Mr. Richard Bocanegra, Superintendent of Schools;
Donald J. Walheim, Legal Counsel
Cabinet

- C. **GREETING & PLEDGE OF ALLEGIANCE** Pledge of Allegiance by Cassandra Ruiz and Prayer by Jared Estrada from Brentwood Middle School.

- D. **Academic Spotlight for Hosting Campus:** Brentwood Middle School

E. **TIME FOR CITIZENS**

• **Andrea O. Olivarez – Community Member – Edgewood Employee**

Ms. Olivarez thanked the administration and Board for their dedication and commitment to the District. She is a resident and a graduate of Kennedy High School. Her children attend Edgewood schools, she firmly believes in the educational system that Edgewood provides for their students. She extends her support to the Brentwood administration.

• **Jim Rowland – Edgewood Employee**

Mr. Rowland gave a short overview of the Miracle Program at Brentwood Middle School. The goal of the program is to use the power of technology to build educational and life skills for under served students. Miracle Program builds technology skills to increase employability and enhances educational skills.

• **Melissa Olivarez - Community Member – Edgewood Employee**

Ms. Olivarez thanked Mr. Bocanegra and the Board for making decisions that are in the best interest of the children of Edgewood. She supports the administration at Brentwood Middle School and she is very proud of the Challenge Program.

• **Rodrigo Garcia – Community Member**

Mr. Garcia feels that the district needs more minority professionals to operate the district. He recommends that the district hire minority engineers and architects.

• **Melissa Gutierrez – Southwest Worker's Union Member**

Ms. Gutierrez thanked the Board for supporting the living wage.

• **Rachel Morales – Southwest Worker's Union Member/Community Member**

Ms. Morales thanked Mr. Bocanegra for providing Racial Harassment training for the employees of the district. She thanked the Board for being the first to approve the Living Wage Resolution.

• **Nick Charles – Southwest Worker's Union Member/Community Member**

Mr. Charles expressed his gratitude for passing the Living Wage Resolution.

• **Alberto Esquivel – Community Member/Edgewood Employee**

Mr. Esquivel stated that the district priority should be student success. He thanked the Board for sending great administrators to lead Brentwood Middle School.

F. **PRESENTATION**

- **IDRA – Anna Lisa Romero** spoke on equitable funding for all school districts. IDRA has been working with Edgewood for 25 years to obtain fair funding. The core group framed the education agenda for the coalition based on trends and historical inequities in public education. While test scores for school districts are rising, growing numbers of schools especially those serving poor and minority students: (1) do not have adequate financial resources and support to provide quality education; (2) are not keeping their students in school; and (3) are providing little or no information for accessing colleges and succeeding in higher education. It took 25 years, several rounds of court cases and many legislative sessions to create the equitable system we have today so that all Texas children benefit. But it could all be wiped away. Texas policymakers are considering ways to change how Texas schools are funded. The courts are reviewing the current system as well. Texans for Fair Funding is a dynamic web site (www.texans4fairfunding.org) with tools for advocates of equity and excellence in education. Anyone with Internet access can easily learn how their children's schools are funded, what's at stake, and what they can do about it.

- **Annie E. Casey Foundation, "Making Connections"** – Victor Azios gave a brief presentation on "Making Connections". Making Connections is an initiative, the fundamental principles is based on "Children do better when their families do better, and families do better when they live in supportive communities." Making Connections had a summit in June of 2001 and formed partnerships with agencies, organizations and resident groups. Their vision is to envision a strong sustainable and interdependent partnership committed to working collaboratively with residents and institutions to strengthen families and transform neighborhoods. Annie E. Casey Foundation hopes Edgewood I.S.D. accepts the invitation to become partners.

G. **CLOSED SESSION ITEMS FROM SECTIONS II AND III OF THE AGENDA**

None

H. DISCUSSION/ACTION ON MATTERS TAKEN UP IN CLOSED SESSION:

A. Section 551.071 – CONSULTATION WITH ATTORNEY

Item II (A) (1) Proposed Adoption Policy EF (Local) MOVE: that the Board adopts Policy EF (Local), as presented and recommended in Draft #3 by the Superintendent. Mary Lou Mendoza made the motion and was seconded by Estefana Martinez. All voted in favor of the motion. The motion carried.

B. Section 551.074 – PERSONNEL MATTERS

Item II (B) (1) (a) Recommendation for New Hire MOVE that the Board authorizes the employment of Owen Kelly on a one-year, Chapter 21 Probation Contract, for an AP-9 professional employee position or equivalent, subject to assignment and reassignment by the Superintendent, and prorated for the remainder of the 2003-2004 contract year as to number of days of employment. Mary Lou Mendoza made the motion and was seconded by Johnny Perez. All voted in favor of the motion. The motion carried.

Item II (B) (2) (b) Recommendation for Reassignment Requiring New Contract MOVE that the Board authorizes the reassignment of Lisa Guzman from her current Continuing Contract to a one-year Term Contract, for an AM-3 professional employee position or equivalent, subject to assignment and reassignment by the Superintendent, prorated for the remainder of the 2003-2004 contract year as to number of days of employment, and subject to Ms. Guzman's relinquishment of her Continuing contract for the offered Term Contract. Mary Lou Mendoza made the motion and was seconded by Jesse Alcala. All voted in favor of the motion. The motion carried.

Item II (B) (2) (c) Recommendation for Reassignment Requiring New Contract MOVE that the Board authorizes the reassignment of Mary Teniente from her current Continuing Contract to a one-year Term Contract, for an AP-4 professional employee position or equivalent, subject to assignment and reassignment by the Superintendent, prorated for the remainder of the 2003-2004 contract year as to number of days of employment, and subject to Ms. Teniente relinquishment of her Continuing contract for the offered Term Contract. Mary Lou Mendoza made the motion and was seconded by George Gamica. All voted in favor of the motion. The motion carried.

I. BOND/NON-BOND CONSTRUCTION PROJECT UPDATE – Project Management

- Fulcrum Construction, Inc. Closeout Status
- Bond Projects Financial Update and Change Order Log

J. ADMINISTRATIVE/PRODUCT REPORTS

- Budget/Finance/Campus and Pupil Services/Human Resources
 - 1. Tax Collection Report (For information only)

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K. APPROVED CONSENT AGENDA ITEMS:

Items # 7, 8, 11, 13, 14, ~~16~~, 18, 19, 20, and 25 were moved from Individual Agenda to Consent Agenda Items. The motion was made by Estefana Martinez and seconded by Marisol F. Martinez. All voted in favor of the motion. The motion carried.

The motion was made by Estefana Martinez and seconded by Mary Lou Mendoza to approve all consent agenda items. All voted in favor of the motion. The motion carried.

1. Minutes: Special...December 4, 2003; Regular...December 15-16, 2003
2. Budget Amendments for the Month of January 2004. Attachment #1
3. Expenditure reports for the months of November and December
4. Payment to the Law Firm of Escamilla & Poneck, Inc for Professional Services Rendered.
5. Approval of Quarterly Investment Report (September 1 – November 30, 2003) Attachment #2

INDIVIDUAL ITEMS FOR CONSIDERATION AND APPROVAL

Curriculum/Instruction/Assessment

6. Approval to accept grant award for the Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement for Limited English Proficient Students in the amount of \$313,950.
Motion was made by Mary Lou Mendoza and was seconded by Estefana Martinez. All voted in favor of the motion. The motion carried.
7. Approval for Edgewood I.S.D. to partner with the San Antonio Metropolitan Health District to bring resources and materials, as part of the City's Anti-Tobacco Campaign, to be used with students in the middle school. Attachment #3
This item was placed in the consent agenda.
8. Approval to bring Project SUCCESS, a substance abuse prevention and intervention program, to Edgewood I.S.D. middle school students through San Antonio Fighting Back in conjunction with Communities in Schools.
This item was placed in the consent agenda.

9. **Approval of the Robotics Team, students from the Edgewood Academy, Kennedy & Memorial High School to participate in the FIRST Robotics competition in Houston, Texas on March 31, 2004 through April 4, 2004.**

Motion was made by Jesse Alcala and was seconded by Johnny Perez.

All voted in favor of the motion. The motion carried.

10. **Approval of the Edgewood Academy Ballet Folklorico team to compete in the Folklorica Del Mar in Corpus Christi, Texas on April 15, 2004 through April 18, 2004.**

Motion was made by Estefana Martinez and was seconded by Jesse Alcala.

All voted in favor of the motion. The motion carried.

11. **Approval to purchase 200 CFX-9850 GB Plus calculators and 30 T183 Teacher Plus calculators from D & H Distributing Co., for Memorial High School students for a total amount of \$14,933.70 using Title I and State Compensatory Education Funds.**

This item was placed in the consent agenda.

12. **Approval to purchase 20 computers, laser jet printers, and a printer stand from M & A Technology, Inc. for Memorial High School students for a total of \$37,482.00 using Local, Title I and State Compensatory Education Funds.**

Motion was made by Estefana Martinez and was seconded by Mary Lou Mendoza.

All voted in favor of the motion. The motion carried.

13. **Approval to accept the following donations:**

- \$200.00 from San Antonio Fighting Back, Inc. for Burleson Elementary
- \$1,424.07 from Winston PTA and \$200.00 from San Antonio Fighting Back for Winston Elementary
- \$200.00 from San Antonio Fighting Back, Inc. for Brentwood Middle School
- \$612.47 from San Antonio Glass Association, \$1,000.00 from Dairy Max and shirts from the Friends of Edgewood Organization valued at \$240.00 for the Edgewood Academy

This item was placed in the consent agenda.

14. **Approval of the consultant requisition between Edgewood I.S.D. and Gentiva Health Services (USA), Inc. in the amount of \$33,957.00 to provide nursing care for Bianca Z., a ventilator dependent student, during school hours. Attachment #4**

This item was placed in the consent agenda.

15. **Approval to purchase Nikon Coolpix 2100 digital camera, Nikon 775 case, and rapid battery charger through coordinated funding (Special Education Bilingual, Technology and Title I Funds in the amount of \$20,750.)**

Motion was made by Mary Lou Mendoza and was seconded by Estefana Martinez. Mr. Nava made a clarification that a total of 100 digital cameras, 100 cases and 50 battery chargers were being purchase for \$20,750. All voted in favor of the motion. The motion carried.

Budget/Finance/Personnel/Campus Services

16. **Approval of the E-Rate 7 (2003) FCC Form 471s for submission to the Schools and Libraries Division (SLD) of the United Service Administrative Company (USAC).**

This item was placed in the consent agenda.

17. **Approval of new hires/promotions/transfers/re-assignments /resignations/ retirements for professional contract personnel that required Board action.**

This item was approved in section III. (H) Discussion/Action on matters taken up in Closed Session.

Attachment #5

18. **Approval of the transfer of Student Activity Funds from Gus Garcia Middle School to the District General Operating Fund in the amount of \$2,508.00 for the purchase of Band Equipment.**

This item was placed in the consent agenda.

19. **Approval to hold the Bexar County Joint Primary Election on Tuesday, March 9, 2004 and Primary Runoff Election if necessary, on Tuesday, April 13, 2004.**

This item was placed in the consent agenda.

20. **Approval of amendment of Policy FB (Local) to reflect the names of the Title IX Coordinators, the Section 504 Coordinator, their respective telephone numbers, and to change the title of the state testing assessment program from TAAS to TAKS.**

Attachment #6

This item was placed in the consent agenda.

21. **Approval of the Annual Financial and Compliance Report for Year Ended August 31, 2003.**
Motion was made by Ramiro Nava and was seconded by Estefana Martinez. All voted in favor of the motion. The motion carried.

Public Relations

22. **Approval to Proclaim February 2004 as African-American History Month in the Edgewood School District.**

Attachment #7

Motion was made by Estefana Martinez and was seconded by Johnny Perez.

All voted in favor of the motion. The motion carried.

23. **Approval to Proclaim February 2-6, 2004 as National School Counseling Week in the Edgewood School District.**

Attachment #8

Motion was made by Estefana Martinez and was seconded by Mariol F. Martinez. All voted in favor of the motion. The motion carried.

24. **Approval to accept Anti-voucher Resolution in the Edgewood School District.**

Motion was made by Johnny Perez and was seconded by George Gamica. All voted in favor of the motion. The motion carried.

Bond

25. **Approval of Amendment I to the contract with Kell Munoz Architects Inc. to provide architectural/engineering services for the scope of work defined for the 2002 Bond Projects for physical improvements to miscellaneous school structures.** Attachment #9

This item was placed in the consent agenda.

26. **Approval to reallocate Bond Project Funding from the Bond Project Contingency Fund to address funding requirements for MDF/IDF Technology rooms in support of Erate.** Attachment #10

Motion was made by Johnny Perez and was seconded by Marisol F. Martinez. All voted in favor of the motion. The motion carried.

Superintendent

27. **Approval of the TASB Update 71 District Policies (2nd Reading)** Attachment #11

This item was approved in section III. (H) Discussion/Action on matters taken up in Closed Session

28. **Approval of the TASB Update 72 (Legal) District Policies** Attachment #12
No action required

L. Information:

1. Human Resources Report (paraprofessional and auxiliary personnel – new hires, transfers, resignations and retirements)
2. Overtime Report for Information (December)
3. Consultant Monthly Reports
4. EISD Police Monthly Activity Reports
5. Report on Minutes of the District-wide Educational Improvement Council (DEIC) for December 4, 2003.
6. Report on Minutes of the District-wide Educational Improvement Council (DEIC) for January 9, 2004.
7. Physical Plant Services Regular Monthly Overtime
8. Active Investment Report for Information
9. October 2003 TAAS Exit Level Results
10. Board Member/Superintendent/Cabinet Training Session: March 6, 2004

M. **New Business**

None

N. **Announcement(s)**

- Ribbon Cutting Ceremony for the Softball Fields March 5, 2004.

O. **Adjournment.....10:15 p.m.**

The motion was made by Estefana Martinez and seconded by Johnny Alcalá. All voted in favor of the motion. The motion carried.


MARY LOU MENDOZA, SECRETARY


RAMIRO NAVA, PRESIDENT

Approved at Edgewood I.S.D. Board
Meeting on: February 24, 2004

Approval of the E-Rate 7 (2003) FCC form 471s for submission to the Schools and Libraries Division (SLD) of the United Service Administrative Company (USAC).

Superintendent's Recommendation: Approve the E-Rate 7 FCC form 471s for signature and submission.

Rationale: The E-Rate 7 (2003) FCC form 471s are our instrument to the FCC which states that we have selected vendors to provide specific services, hardware, and cabling which were competitively bid on and listed in the forms. These services and hardware include: telephony communications, telephony maintenance, cell phone service, telephony systems and infrastructure, Internet connectivity and service, data systems and infrastructure, data systems maintenance, and telecommunications connectivity and services. This form 471s when signed and submitted to the Schools and Libraries Division of the USAC will be adjudicated by them and, if approved, assigned FRNs (Funding Request Number), which will then allow us to use, in conjunction with a purchase order, to call out the service, hardware, or cabling required. Edgewood ISD qualifies for a 80 percent discount which is paid for by the SLD. Those FRNs which we choose to activate will cost us twenty percent of the amount approved by the SLD. We used to qualify for a 90 percent discount, but this year the highest discount rate was changed to 80 percent.

Paperwork Impact: Two FCC Form 471s

Budget Item Code: Non-applicable

Resource Personnel: Dr. Elizabeth Garza, Joel Siskovic, Robin Cook, Gary Morris, J.J. McQuade, and Richard Bocanegra.

Board Policy Reference and Compliance: N/A.

Exhibit: Please see two attached FCC form 471s.

Prepared By:

Joel E. Siskovic
Joel E. Siskovic, Technology Director

Approved By:

Elizabeth Garza
Elizabeth Pompa Garza, Ph.D., Executive Director, Personnel and Pupil Services

Within Budgetary Allocation:

John M. Walch
John Walch, Ph. D., Assistant Superintendent, Business & Management Support Services

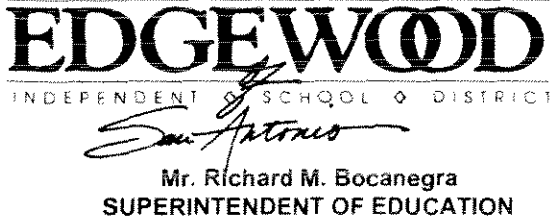
Recommended By:

Richard M. Bocanegra
Richard Bocanegra, Superintendent of Schools

Date:

January 27, 2004

#16

BOARD OF TRUSTEES

President:
Ramiro Nava

Vice President:
George Garnice

Secretary:
Marisol F. Martinez

Trustees:
Jesse R. Alcala
Estefana C. Martinez
Mary Lou Mendoza
Johnny R. Perez

To: KPMG Auditors

Date: Monday, October 23, 2006

From: Raymond Sanders, Technology Director
Gary Morris, Technology Coordinator

Re: Question as to why price was not a primary factor in the selection of services for E-rate, year 7.

The Edgewood I.S.D.'s experience in dealing with technology vendors is that experience, reliability, availability, and references are more accurate indicators than cost alone as to a vendor's ability to successfully complete the scope of specified work. While Edgewood I.S.D. strives to maintain low costs in all projects, it recognizes that price is not always the most critical factor in a successful endeavor.

The work under E-rate 7 was extremely complex encompassing over twenty site installations with most work undertaken during evening hours. The timeframe for installation and bringing all projects on-line was compressed due to the short time lines including: receipt of funding, equipment ordering and delivery. It required working around classroom instructional needs with seasoned installation staff. Previously, Edgewood I.S.D.'s low bid experience has found that a low bidder ramps up its installation teams with temporary staff resulting in slow startups, poor workmanship and frequently having to stop and re-hire new members caused by high attrition rates. As noted, past vendor experiences have shown us that price, alone, is not always the best indicator of a business's ability to perform a highly complex project such as that undertaken during E-rate 7.

Further, our experiences have found that awards to a higher bid company, as in this case, have found that companies having a seasoned engineering, design and implementation team consistently demonstrate the ability to design, implement and successfully test a major wide area project. Our bid request specified the proven ability to handle similar sized projects, to plan and implement a total solution that leverages the existing infrastructure and provide for full project management through staff with RCDD certifications. Our review of the submissions determined those qualities and experience levels were not found to be among the lower vendor submissions. Consequently, the Edgewood I.S.D. selected a vendor meeting its criteria at the lowest available price. This is in keeping with the language under the RFP 04-010 Section E9 which states, "9. The District reserves the right to accept or reject any or all offers, to waive all technicalities, and to accept the offer or offers that are determined to be the most favorable to the District."